

# El Camino Real Charter High School

# **Regular Board meeting**

June 30, 2025 Regular Board Meeting

#### **Date and Time**

Monday June 30, 2025 at 5:30 PM PDT

#### Location

El Camino Real Charter High School - Media Center

5440 Valley Circle Woodland Hills CA 91367

Meeting can also be seen and heard at:

North Campus - 7401 Shoup Ave. West Hills CA 91307

# **REGULAR BOARD MEETING**

For board meeting materials, please go to the school's main office, or call (818) 595-7500. Some board meeting materials are also posted on the school's website (https://ecrchs.net - click the ECR Board tab).

INSTRUCTIONS FOR PRESENTATIONS TO THE BOARD BY PARENTS AND OTHER MEETING ATTENDEES: El Camino Real Alliance ("ECRA") welcomes your participation at ECRA's Board meetings. The purpose of a public meeting of the Board of Directors ("Board") is to conduct the affairs of ECRA in public. Your participation assures us of continuing community interest in our charter school. To assist you in the ease of speaking/ participating in our meetings, the following guidelines are provided:

#### **PUBLIC COMMENTS**

- 1. Agendas are available to all audience members at the door to the meeting.
- 2. "Request to Speak" forms are available to all audience members who wish to speak on any agenda items or under the general category of "Public Comments." "Public Comments" is set aside for members of the audience to raise issues that are not specifically on the agenda. However, Due to public meeting laws, the Board can only listen to your issue, not respond or take action during the Public Comments periods. The Board may give direction to staff to respond to your concern or you may be offered the option of returning with a citizen-requested item.

NOTE: Public Comments, effective with the March 24th, 2022, Regular Board Meeting, are limited to two (2) minutes and total time allotted to all agenda and non-agenda items will not exceed thirty (30) minutes.

A member of the public who requires the use of a translator, in order to receive the same opportunity as others to directly address the Board, shall be permitted twice the allotted time to speak. The Board may give direction to staff to respond to your concern or you may be offered the option of returning with a citizen-requested item.

- 3. You may also complete a "Request to Speak" form to address the Board on Agenda items. With regard to such agenda items, you may specify the item(s) on your "Request to Speak" form and you will be given an opportunity to speak for up to three (3) minutes before the item is addressed, and total time allocated to agenda items will not exceed six (6) minutes for a Discussion item and nine (9) minutes per Vote item. A member of the public who requires the use of a translator, in order to receive the same opportunity as others to directly address the Board, shall be permitted twice the allotted time to speak, and the total allocated time shall be appropriately increased as well.
- 4. When addressing the Board, speakers are requested to state their name and adhere to the time limits set forth. In order to maintain allotted time limits, the Board Chair may modify speaker time allocations or the total amount of allotted time for an item.
- 5. Any public records relating to an agenda item for an Open Session of the Board which are distributed to all, or a majority of all, of the Board members shall be available for public inspection at 5440 Valley Circle Blvd., Woodland Hills, California, 91367.

IMPORTANT NOTE REGARDING PUBLIC COMMENTS: Effective September 2022, public comments presentations at all ECRA Regular and Special Board Meetings and at Committee Meetings must be made in

person. There is no obligation on the part of the school to have a school official read public comments during inperson Board Meetings. Powered by BoardOnTrack 2 of 4 A member of the public is welcome to appear at the Board meeting to make a public comment or make arrangements with another person in attendance to speak on the person's behalf.

**Consent Agenda:** All matters listed under the consent agenda are considered by the Board to be routine and may be approved/enacted by the Board in one motion in the form listed below. Unless specifically requested by a Board member for further discussion or removed from the agenda, there will be no discussion of these items prior to the Board votes on them. The Executive Director recommends approval of all consent agenda items.

In compliance with the Americans with Disabilities Act (ADA) and upon request, El Camino Real Alliance may furnish reasonable auxiliary aids and services to qualified individuals with disabilities. Requests for disability related modifications or accommodations shall be made 24 hours prior to the meeting to David Hussey, in person, by email at comment@ecrchs.net, or by calling (818) 595-7500.

#### **Agenda**

			Purpose	Presenter	Time
I.	Opening Items				5:30 PM
	Оре	ening Items			
	A.	Call the Meeting to Order		Brad Wright	1 m
	В.	Record Attendance and Guests		Ryan Guinto	1 m
	C.	Pledge of Allegiance to the United States of America (USA)		David Hussey	1 m
	D.	Public Comments		Public	30 m
	NOTE: Public Comments, effective with the March 24th, 2022, Regular Board Meeting, are limited to two (2) minutes and total time allotted to all agenda and non-agenda items will not exceed thirty (30) minutes.				
	E.	Executive Director Update		David Hussey	10 m
	F.	Chief Business Officer Update		Gregory Wood	10 m
	G.	Board Committees Update	Discuss	Brad Wright	10 m
	Н.	Board Chair Update	Discuss	Brad Wright	10 m

			Purpose	Presenter	Time
II.	Consent				6:43 PM
	A.	Approve Minutes of the June 20, 2025 Special Board Meeting	Approve Minutes	Brad Wright	1 m
	В.	Approve Minutes of the June 4, 2025 Special Board Meeting	Approve Minutes	Brad Wright	1 m
	C.	Approve Minutes of the May 22, 2025 Regular Board Meeting	Approve Minutes	Brad Wright	1 m
	D.	Approve the Minutes of May 14, 2025, Special Board Meeting	Approve Minutes	Brad Wright	1 m
	E.	Approve the May 2025 Check Registers	Vote	Gregory Wood	1 m
	F.	Approve the May 2025, Credit Card Charges	Vote	Gregory Wood	1 m
	G.	Approval of the renewal of ECRA Medical Insurance Policy Rates with Self-Insured Schools of California (SISC)	Vote	Gregory Wood	1 m
	Н.	Approval of the 2025-2026 Piece of Mind Special Education Services Contract	Vote	Emilie Larew	1 m
	I.	Approval of the 2025-2026 Substitute Contract	Vote	Vania Rodriguez	1 m
	J.	Approval of the 2025-2028 LACOE Contract for California School-Based Medi-Cal Administrative Activities Program	Vote	David Hussey	1 m
III.	Fin	ance			6:53 PM
	A.	May 2025 Investment Update	Discuss	Gregory Wood	10 m
		Mr. Wood, CBO, will present the May, 2025, ECR	CHS Investment	Update.	
	В.	May 2025 Financial Update	Discuss	G. Wood / J. Verduzco	10 m
		Mr. Wood, CBO, and Ms. Verduzco, Director, Accounting and Finance, will present the May, 2025, Financial Update.			

			Purpose	Presenter	Time
IV.	Go	vernance			7:13 PM
	A.	Discuss Board Election for Community Board Position	Discuss	David Hussey	10 m
	David Hussey, Executive Director, will lead the discussion on the board election for Community Board position.				
	В.	Discussion and Vote on Proposed 2025-2026 ECRA Board Meeting Calendar	Vote	Brad Wright	5 m
		Board will discuss and vote on proposed 2025-2026 ECRA Board Meeting Calendar, as follows:			
		Regular board meeting dates:			
		(Location and Time TBD)			
		August 28, 2025			
		September 25, 2025			
		October 23, 2025			
		November 20, 2025			
		December 18, 2025			
		January 22, 2026			
		February 26, 2026			
		March 26, 2026			
		April 23, 2026			
		May 28, 2026			

,	A.	Discuss the Annual Performance-Based Charter School Division Oversight Visit Report for 2024- 2025	Discuss	David Hussey	30 m
	Mr. Hussey, Executive Director, will lead a discussion on the annual performance-based Charter School Division (CSD) oversight visit report for 2024-2025.				
- 1	В.	Discuss California Local Indicator	Discuss	Stephanie Avila	10 m
	Stephanie Avila, IT Data Analyst, will lead the discussion on California Local Indicator				

June 25, 2026

**School Business** 

V.

7:28 PM

		Purpose	Presenter	Time		
C.	Discuss and Vote on the Local Control Accountability Plan (LCAP) 2025-2026 Proposed Goals and Actions	Vote	Minita Clark / Greg Wood	20 m		
	Prior to the vote, Dr. Clark, Aministrative Director, discussion and vote to approve the 2025-2026 LC	•				
D.	Discussion and Vote on 2025-2026 Edlogical Contract	Vote	Emilie Larew	15 m		
	Prior to the vote, Emlie Larew, Administrative Dire Edlogical Contract and answer any questions.	ctor, will present	the 2025-2026			
E.	Discussion and Vote to Contract with Inspire Communications at the given rates	Vote	Emilie Larew	10 m		
	Prior to the vote, Emlie Larew, Administrative Dire Inspire Rates and answer any questions.	ctor, will present	the 2025-2026			
F.	Discussion and Vote for the Marketing Budget Proposal	Vote	Ricardo Covarrubias	15 m		
	Prior to the vote, Mr. Covarrubias, Marketing Coordinator, will lead a discussion of the marketing budget proposal for 2025-2026					
G.	Discussion and Vote on 2025-2026 Capital Improvements	Vote	Fernando Delgado	15 m		
	Prior to the vote, Mr. Delgado, COO, will provide an update on the 2024-2025 Capital projects and lead the discussion for the 2025-2026 Capital Improvement Budget Proposal					
Н.	Discussion and Vote on the 2025-2026 Technology Budget Proposal	Vote	Ryan Guinto	15 m		
	Prior to the vote, Ryan D. Guinto, Director of Technology, will present the 2025-2026 Technology Budget Proposal and answer any questions.					
l.	RFP Bid Award: Bus Transportation Services	Vote	Ryan Guinto	15 m		
	Prior to the vote, Ryan Guinto, Director of Technological For Bus Transportation Services and answer any of		the RFP Bid Award			
J.	Discussion and Vote to Approve the 2025-2026 CDE Consolidated Application for Funding	Vote	Gregory Wood	10 m		

		Purpose	Presenter	Time	
	Prior to the vote, Greg Wood, CBO, will present the 2025-2026 CDE Consolidated Application for Funding and answer any questions.				
K.	Discuss and Vote on the Variable Term Waiver Request (WV1 Form)	Vote	Vania Rodriguez	10 m	
	Prior to the vote, Vania Rodriguez, Director of Hull Variable Term Waiver Request (WV1 Form) and a		•		
L.	Discuss and Vote on the Declaration of Need for an annual requirement of LEAs to obtain an emergency and limited assignment permit	Vote	Vania Rodriguez	10 m	
	Prior to the vote, Vania Rodriguez, Director of Hur Declaration of Need. This is an annual requirement limited assignment permits.		·		
M.	Discussion and Vote on Instructional Continuity Plan	Vote	Dean Bennett	15 m	
	Prior to the vote, Dean Bennett, Administrative Din Instructional Continuity Plan and answer any ques	•	esenting the		
N.	Discussion and Vote to Approve the Revised 2025-2026 Instructional Material Account (IMA)	Vote	G. Wood / J. Verduzco	20 m	
	Prior to the vote, Greg Wood, CBO, and Janneyra Accounting/Finance, will lead the discussion for the Material Account (IMA)				
0.	Discussion and Vote for the 2025-2026 Budget Approval	Vote	G. Wood / J. Verduzco	20 m	
	Prior to the vote, Greg Wood, CBO, and Janneyra Verduzco, Director of Accounting and Finance, will lead the discussion on the 2024-2025 Budget Approval.				
P.	If requested by Employee, Board Reading of Statement of Charges	Discuss	David Hussey	5 m	
	Mr. Hussey, Executive Director, will read the state	ement of charges	s.		
Clo	sed Session			11:23 PM	

Discuss

David Hussey

VI.

Conference with Labor Negotiators

30 m

			Purpose	Presenter	Time		
		Conference with labor negotiators pursuant to subdivision (a) of Government Code Section 54957.6.					
		Agency Designated Representatives: David Hussey, Executive Director; Gregory Wood, Chief Business Officer; Roger Scott, Legal Counsel.					
		Employee Organization: United Teachers Los An	geles.				
	B.	Public Employee Discipline/Dismissal/Release (§54957)	Discuss	David Hussey	5 m		
		Public Employee Discipline/Dismissal/Release Pursuant to Paragraph (1) of subdivision (B) of Government Code Section 54957					
	C.	Public Employee Performance Evaluation	Discuss	Brad Wright	10 m		
		Title: Executive Director					
	D.	Public Employee Performance Evaluation	Discuss	Brad Wright	10 m		
		Title: Chief Business Officer					
VII.	Rec	onvene to Open Session			12:18 AM		
	A.	Report on Actions Taken in Closed Session, If Any	Discuss	Board Chair	5 m		
VIII.	Clos	sing Items			12:23 AM		
	A.	Adjourn Meeting	Vote	Board Chair	1 m		

# Coversheet

# Approve Minutes of the May 22, 2025 Regular Board Meeting

Section: II. Consent

Item: C. Approve Minutes of the May 22, 2025 Regular Board Meeting

Purpose: Approve Minutes

Submitted by:

**Related Material:** Minutes for Regular Board meeting on May 22, 2025



# El Camino Real Charter High School

# **Minutes**

# Regular Board meeting

May 22, 2025 Regular Board Meeting

#### **Date and Time**

Thursday May 22, 2025 at 5:30 PM

#### Location

El Camino Real Charter High School - North Campus

7401 Shoup Avenue West Hills CA 91307

Meeting can also be seen and heard at:

Media Center (Main Campus) - 5440 Valley Circle Boulevard Woodland Hills CA 91367

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#### **Directors Present**

Alexandra Ramirez, Brad Wright, Linda Ibach, Ronald Laws, Steven Kofahl

#### **Directors Absent**

Sebastian Winter

# Directors who left before the meeting adjourned

Ronald Laws

# **Guests Present**

Dr. Minita Clark, Ryan Guinto

## I. Opening Items

#### A. Call the Meeting to Order

Brad Wright called a meeting of the board of directors of El Camino Real Charter High School to order on Thursday May 22, 2025 at 5:35 PM.

# **B.** Record Attendance and Guests

#### C. Pledge of Allegiance to the United States of America (USA)

Tahlia (student) led the Board members and guests in the Pledge of Allegiance to the United States of America (USA).

#### D. Public Comments

Thalia Zanki expressed strong concerns about the board's recent decision to lay off teachers without sufficient notice and the immediate termination of their health insurance benefits. She highlighted the challenges faced by the remaining staff, who are now managing increased workloads without additional support. Zanki noted that while teachers were impacted, bonuses were still awarded to administrators and funds were allocated for non-essential items. She connected declining enrollment and test scores to the departure of experienced teachers and urged the board to carefully reconsider these decisions to avoid negative effects on the school community. Finally, she encouraged the board to support staff to ensure the school's continued success.

# **E.** Executive Director Update

Presenter: Mr. David Hussey, Executive Director

## 1. Recognitions and Congratulations

- · Academic Decathlon team won their 11th National Championship.
  - Coaches Franklin, Evans, Dallas, and Jones recognized for their efforts
- Boys Tennis team won the Division One championship.
- Boys Volleyball team won the Open Championship.
- Track athletes competing in Track City Finals on the day of the meeting.
- Girls Softball team reached the quarterfinals of the Open Division.
- Boys Baseball team scheduled to play for the Open Division Championship at Dodger Stadium on Saturday at 1 PM.
- Choral music and dance programs holding showcases:
  - Music showcase held today.
  - Dance showcase scheduled for tomorrow evening.

#### 2. Upcoming Events and Important Dates

- Memorial Day: No school on upcoming Monday (Memorial Day observance).
- Senior Awards: Scheduled for Thursday at 5:30 PM on the quad.
- Prom: Scheduled for Saturday, May 31, at 7 PM.
- Graduation: Scheduled for Friday, June 6, at 6 PM.

#### 3. Summer School Information

- Summer school sessions to run from June 11 to July 25.
- Daily hours: 8:30 AM to 1:00 PM.
- ∘ No classes on June 19, June 20, and July 4.

#### 4. Welcome Week

Scheduled for July 28 to August 1.

- Hours: 8:30 AM to 12:30 PM.
- Counselors available to assist students with program issues or summer school adjustments.

#### 5. New School Year

Official start date: Monday, August 11.

## 6. Academic Performance Update

- Tentative results indicate an improvement in test scores this year.
- Despite challenges faced, students are showing better academic performance compared to previous years.

# 7. Meeting Conduct Reminder

- Executive Director emphasized that attendees should not speak during the meeting.
- Clarified that this is a business meeting open for public viewing but not for public discussion.
- Requested respect for meeting protocols.

# F. Chief Business Officer Update

Presenter: Mr. Gregory Wood, CBO

## 1. May Revise Budget Overview

- Executive Director David Hussey, CBO Gregory Wood, and the finance director attended the Governor's **May Revise** budget meeting for the 2025– 26 school year.
- The presentation included preliminary budget figures to support the full proposed budget, to be presented at the June board meeting.

# 2. COLA (Cost of Living Adjustment) Updates

- The **2025–26 COLA** is set at **2.3%**, down from prior expectations.
- The **2026–27 COLA** is projected to increase to **3.02%**.
- CBO noted that COLA affects negotiations for collective bargaining agreements (CBAs), which are often indexed to COLA.

# 3. Other Financial Indicators

- STRS and PERS contribution rates (retirement systems) remain relatively unchanged.
- Lottery revenues and the Mandated Block Grant remain stable and consistent with prior years.

# 4. Enrollment Trends

- A key point was made that COLA increases are often offset by declines in enrollment.
- If enrollment falls by more than 3%, any gains from COLA may be neutralized.
- Enrollment is currently down, consistent with a broader trend in LAUSD and the region (LAUSD is down over 11,000 students).

A 10-year projection slide was shown indicating LA County may face a
 19% enrollment drop, the steepest in the state.

# 5. ASB (Associated Student Body) Update

- ASB shared recent student activities:
  - Preparation for AP exams.
  - Ongoing prom planning.
  - Club Rush events held.
  - Interviews being conducted for new student leadership positions.
  - Student Store is managing its own budget and has added a refrigerator to better serve students.
  - Plans to recognize AP test-takers with rewards this week.

# 6. Insurance Update

- The organization has not yet received its **insurance quote** from current provider, **CharterSafe**.
- Industry-wide warnings indicate:
  - Possible 20% increases in property and liability insurance rates.
  - 5–10% increases expected in workers' compensation insurance due to rising claims.
- Internal confidence that their increase will be lower than the state average, citing:
  - A strong claims record.
  - Effective internal communication and proactive safety efforts by HR and leadership.

# 7. ADA and Funding Implications

- Discussion included how Average Daily Attendance (ADA) and enrollment directly impact funding.
- Anticipation of additional funds if **ADA improves**.
- The final ADA numbers for the current year, based on the April attendance reporting period, have been finalized.
- CBO will provide details on funding impacts from ADA later in the meeting.

#### 8. District-Wide Staffing and Budget Context

- Noted that while LAUSD is releasing over 2,000 teachers due to declining enrollment, this school has not needed to take similar steps.
- The current strategy of reallocation and conservative planning has avoided major disruptions.

# G. Board Chair Update

Presenter: Mr. Brad Wright, Board Chair

Board Chair Brad Wright opened the floor for any board member comments or updates. Mr. Kofahl indicated he had no comments, while Ms. Ibach was welcomed back and expressed appreciation, stating she was glad to return. Mr. Wright extended a special welcome to Ms. Ramirez, acknowledging her longstanding contributions to education as a former teacher and principal with over 30 years of experience. He emphasized the strength of the current board, noting that four out of the seven members—including Ms. Ramirez, Mr. Kofahl, Mr. Sokovic (who was absent), and a teacher representative—have direct classroom or administrative experience. This, he stated, gives the board valuable insight into educational needs and priorities.

Mr. Wright expressed hope that the board could continue to work collaboratively to support the school community, especially in light of financial pressures. He highlighted the goal of preserving as many jobs as possible and ensuring stability as adjustments like the cost-of-living increase (COLA) are factored into future planning. He also shared encouraging news about the school's performance, stating that it had received top-tier evaluations over the past three to four years—a notable improvement credited to changes implemented by the current board. Concluding his remarks, Mr. Wright expressed pride in the school's progress and encouraged continued forward momentum before moving on to the next agenda item.

#### II. Consent

# A. Approve Minutes of April 28, 2025, Regular Board Meeting

Steven Kofahl made a motion to Approve Minutes of April 28, 2025, Regular Board Meeting.

Ronald Laws seconded the motion.

by single roll call vote

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

# **Roll Call**

Linda Ibach Aye
Alexandra Ramirez Aye
Brad Wright Aye
Ronald Laws Aye
Sebastian Winter Absent
Steven Kofahl Aye

## B. Approve Minutes of April 25, 2025 Special Board meeting

Steven Kofahl made a motion to Approve Minutes of April 25, 2025 Special Board meeting.

Ronald Laws seconded the motion.

by single roll call vote

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

#### **Roll Call**

Ronald Laws Aye
Steven Kofahl Aye
Brad Wright Aye
Sebastian Winter Absent
Alexandra Ramirez Aye
Linda Ibach Aye

# C. Approve Minutes of April 18, 2025, Special Board Meeting

Steven Kofahl made a motion to Approve Minutes of April 18, 2025, Special Board Meeting.

Ronald Laws seconded the motion.

by single roll call vote

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

#### **Roll Call**

Brad Wright Aye
Sebastian Winter Absent
Linda Ibach Aye
Steven Kofahl Aye
Alexandra Ramirez Aye
Ronald Laws Aye

#### D. Approve Minutes of March 26, 2025, Special Board Meeting

Steven Kofahl made a motion to Approve Minutes of March 26, 2025, Special Board Meeting.

Ronald Laws seconded the motion.

by single roll call vote

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

#### **Roll Call**

Ronald Laws Aye
Brad Wright Aye
Alexandra Ramirez Aye
Linda Ibach Aye
Steven Kofahl Aye
Sebastian Winter Absent

# E. Approve Minutes of March 24, 2025, Regular Board Meeting

Steven Kofahl made a motion to Approve Minutes of March 24, 2025, Regular Board Meeting.

Ronald Laws seconded the motion.

by single roll call vote

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

#### **Roll Call**

Sebastian Winter Absent
Steven Kofahl Aye
Linda Ibach Aye
Alexandra Ramirez Aye
Ronald Laws Aye
Brad Wright Aye

## F. Approval of the April 2025, Check Registers

Steven Kofahl made a motion to Approval of the April 2025, Check Registers.

Ronald Laws seconded the motion.

by single roll call vote

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

#### **Roll Call**

Steven Kofahl Aye
Linda Ibach Aye
Ronald Laws Aye
Alexandra Ramirez Aye
Sebastian Winter Absent
Brad Wright Aye

# G. Approval of the April 2025, Credit Card Charges

Steven Kofahl made a motion to Approval of the April 2025, Credit Card Charges.

by single roll call vote

Ronald Laws seconded the motion.

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

#### Roll Call

Sebastian Winter Absent
Steven Kofahl Aye
Alexandra Ramirez Aye
Linda Ibach Aye
Ronald Laws Aye
Brad Wright Aye

# III. Governance

### A. Discussion and Vote to change the June Regular Board Meeting

Board Chair Brad Wright introduced the Governance Agenda, noting that the sole item—Item A—concerned rescheduling the June 2025 board meeting. Several board members had indicated they would be unable to attend the originally planned date of June 26, prompting Mr. Wright to propose moving the meeting to a later date to ensure full participation and adequate preparation. A primary reason for the change is to allow Chief Business Officer Gregory Wood additional time to complete and present year-end

financial reports. Mr. Wright emphasized that the final board meeting requires a complete financial overview and announced that the rescheduled meeting would also include board officer elections and the release of applications for a new board seat focused on community service. He concluded by stating that a new meeting date would be selected based on availability.

Ronald Laws made a motion to to move the June Regular Board Meeting to a later date. Alexandra Ramirez seconded the motion.

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

#### **Roll Call**

Steven Kofahl Aye
Ronald Laws Aye
Sebastian Winter Absent
Brad Wright Aye
Linda Ibach Aye
Alexandra Ramirez Aye

#### IV. Finance

# A. April 2025 Investment Update

Presented by: Gregory Wood, Chief Business Officer

#### 1. Overview and Reporting

- The April 2025 Investment Update was presented during the board meeting and had been previously reviewed by the Finance and Investment Committee.
- A full quarterly report was prepared and distributed, including detailed statements and analysis from the school's investment advisor, Beacon Pointe.
- The report includes investment performance updates, portfolio alignment with policy, and summary charts for transparency.

#### 2. OPEB (Other Post-Employment Benefits) Account

- As of April 30, 2025, the OPEB account held \$31,492,539.
- Despite earlier market volatility in March, the account rebounded in April with a gain of \$1.2 million in investment returns.
- Payments to retirees from the OPEB fund during this period totaled over \$500,000.
- Preliminary data for May indicates an additional increase of approximately
   \$500,000, with final May results pending.
- The account remains fully funded as of last year, providing long-term health care benefits to eligible retirees and their spouses based on service and age criteria.

### 3. Investment Policy Compliance - OPEB

- The investment portfolio is being managed in alignment with the boardapproved investment policy parameters.
- The advisor's quarterly report confirmed that all OPEB investments are within the specified allocation ranges for various asset types.

#### 4. General Investment Account

- The school's general investment fund holds approximately **\$7 million**.
- This fund has a slightly more conservative risk profile compared to the OPEB account.
- Investments continue to show modest gains and stability.
- Beacon Pointe's report confirmed that the general fund investments also remain fully compliant with the investment policy set by the board.

#### 5. Actuarial Review

- An annual actuarial review of the OPEB account is in progress.
- The actuary's updated report is expected to be presented at the next board meeting.
- The review helps determine the long-term liability and ensures the account remains sufficiently funded to meet future obligations.

#### 6. Key Takeaways

- Both the OPEB and general investment accounts are performing well and showing positive returns.
- All investments are within policy limits, and the investment advisor continues to operate responsibly and transparently.
- The school remains one of the few education organizations able to offer a fully funded post-employment health benefit.
- The Finance and Investment Committee encourages stakeholders to review the full report, which remains available for public and internal reference.

#### B. April 2025 Financial Update

# Presented by: Gregory Wood, Chief Business Officer

#### 1. Purpose of Report

- This update focused on student enrollment, average daily attendance (ADA), and their financial implications for the current fiscal year (2024–2025) and beyond.
- The data presented is crucial for understanding state funding projections and making budgetary decisionsmoving forward.

# 2. Enrollment and ADA Overview

- Enrollment Decline:
  - At the start of the school year: 2,945 students enrolled.
  - By Month 8: 2,856 students remained.
  - Compared to last year (3,086 students), this represents a drop of 230 students year-over-year.

#### • Funded ADA:

- Final ADA as of Month 8: 2,687.04.
- Previously forecasted ADA: 2,712.15.
- Resulting shortfall: 25.11 ADA, equating to a revenue loss of \$411,629 under the Local Control Funding Formula (LCFF).

# 3. Grade-Level Enrollment Insights

- Detailed data was provided by grade level for the first eight months.
- Grade 12 currently has 760 students, all of whom will exit the funding calculation after graduation.
- Incoming Grade 9 is projected at 643 students, potentially creating an enrollment gap of 110–120 students for 2025–2026.
- This may result in a further funding loss of approximately \$1.3 to \$1.4 million in the next fiscal year.

# 4. State and Regional Context

- The decline in enrollment mirrors broader demographic trends:
  - The state of California has seen a reduction of over **11,000 students**.
  - Los Angeles County, especially the West Valley region, continues to face challenges due to rising housing costs.
  - Nearby middle and elementary schools—key feeders for the high school—are also experiencing enrollment drops.
  - Some pre-K indicators suggest potential long-term enrollment recovery, though impacts will not be felt for several years.

#### 5. COLA and Funding Impact

- A projected 3% Cost of Living Adjustment (COLA) will not fully offset the financial losses due to declining enrollment.
- The effective impact of a 6%+ enrollment decline outweighs the 3% revenue increase from COLA, leading to a net loss.

#### 6. Fiscal Responsibility and Oversight

- Ongoing losses and budget shortfalls raise the risk of LAUSD fiscal intervention or charter oversight actions.
- Maintaining adequate reserves is essential to:
  - Preserve local control of the charter.
  - Ensure job security for teachers and staff.
  - Avoid insolvency or external financial management.

#### 7. Next Steps and Strategic Planning

- The administration is actively considering and will present cost-saving measures in June.
- The focus will be on adjusting to reduced revenue projections while prioritizing core instructional and operational needs.
- Enrollment recovery efforts will continue, but conservative budgeting is necessary.

#### V. School Business

# A. Discussion and Vote for the Renewal of 2025-2026 Food Service Contract with Chartwells

Presented by: Gregory Wood, Chief Business Officer

#### 1. Contract Background

- The school is currently in Year 3 of a 5-year contract with Chartwells, the food service provider, originally approved in 2022.
- Despite the multi-year contract, Chartwells is required to submit an annual proposal for the upcoming year as part of the contractual process.

# 2. Proposal Details

- The proposal includes estimated number of meals served and the permeal rate charged to the school.
- Payment is based only on meals actually claimed by students; unsold meals are not charged to the schoolbut absorbed by Chartwells.
- Both parties financially benefit if meal participation increases.

# 3. Contract Approval Process

- The contract renewal proposal is required to be reviewed and approved by the California Department of Education (CDE) Food Service Department.
- This year, the contract has been vetted and **preliminarily approved by CDE**.
- Final approval is pending board approval.

#### 4. Cost Adjustments

- The cost per meal has increased by approximately 5%, tied to the Consumer Price Index (CPI) for food services in Los Angeles County.
- These adjustments reflect rising food service costs in the region.

## 5. Universal Meals Program

- The school participates in the Universal Meals Program, offering free breakfast and lunch to all students, funded by federal and state government sources.
- Although federal funding is currently projected to cover about one-third of the program cost, the state governor has indicated the state may cover any potential federal shortfall.

#### 6. Financial Impact

- The cafeteria program has been profitable, generating between \$100,000 to \$200,000 annually.
- All cafeteria funds are restricted and must be used exclusively within the cafeteria program (e.g., equipment, facilities, operations).
- These funds cannot be used for non-cafeteria purposes such as paying staff salaries or funding unrelated projects.

#### 7. Next Steps

 Contract finalization follows prior approvals by CDE and internal stakeholders.

Alexandra Ramirez made a motion to approve the Renewal of 2025-2026 Food Service Contract with Chartwells.

Steven Kofahl seconded the motion.

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

#### **Roll Call**

Brad Wright Aye
Ronald Laws Aye
Steven Kofahl Aye
Alexandra Ramirez Aye
Linda Ibach Aye
Sebastian Winter Absent

## B. Discussion and Vote on the 2025-2026 Textbook Budget

**Presenters:** Gregory Wood, CBO & Janneyra Verduzco, Director of Accounting and Finance

# 1. Budget Development Process

- Departments were invited to submit textbook budget requests as part of the overall budget planning process.
- The **administrative team reviewed** all submitted requests collaboratively and developed **budget recommendations**.
- The Finance Committee received a **detailed review** of the proposed textbook budget by department and provided input during discussion.

#### 2. Budget Breakdown Summary

- The budget summary presented on screen included three columns:
  - Previous Year's Approved Budget
  - Current Year Department Requests
  - Administrative Recommendations for 2025–2026
- The total recommended textbook budget for 2025–2026 is \$167,000.

# 3. Notable Adjustments and Additions

- Teachers and departments originally requested only \$88,000 in textbook funds.
- Additional items were added by administration due to:

- Overlooked subscription renewals, particularly in English Language Arts (grades 9–11).
- Mathematics curriculum updates:
  - Algebra I and II textbooks were added to the budget.
  - Geometry textbook adoption is pending, awaiting final decisions.
- These adjustments ensure that all required materials, including recurring subscriptions, are adequately funded.

# 4. Contingency Placeholder

 A "Master Schedule Adjustment" placeholder is included to allow flexibility for course changes that may arise over the summer as class assignments and student schedules shift.

# 5. Procurement Timing

- The goal is to finalize the textbook budget prior to the end of the school year:
  - Early approval allows department chairs to begin placing textbook orders immediately, avoiding delays.
  - Ensures students receive textbooks on time for the start of the school year in August.
  - Avoids complications from teacher absences during the summer.

# 6. Next Steps

- The finalized budget will be distributed to department chairs for purchasing execution.
- Procurement and fulfillment processes will commence prior to school closure in June, optimizing readiness for fall instruction.

Alexandra Ramirez made a motion to approve the 2025-2026 Textbook Budget. Linda Ibach seconded the motion.

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

#### **Roll Call**

Brad Wright Aye
Linda Ibach Aye
Sebastian Winter Absent
Alexandra Ramirez Aye
Ronald Laws Aye
Steven Kofahl Aye

#### C. Discuss and Vote Collective LAUSD SELPA Notification Letter

Presenters: David Hussey

# 1. Background on SELPA Participation

- The school is currently a member of Option 3 Charter Operated Programs
  within the Los Angeles Unified School District (LAUSD) Special Education
  Local Plan Area (SELPA).
- As part of this arrangement, the school receives special education support and services governed under the LAUSD SELPA's local plan.

# 2. Purpose of Notification Letter

- Annual practice: Each year, the school submits a reservation of rights letter to LAUSD.
- The letter **does not indicate intent to exit** the SELPA, but serves as a formal notification that:
  - The school reserves the right to withdraw from the LAUSD SELPA if substantial or unfavorable changes are made to the local plan that negatively impact the school's special education services or operations.

#### 3. Current Status and Intent

- No intention to leave the LAUSD SELPA at this time.
- The school administration has expressed **continued satisfaction** with the services and collaboration under the current SELPA arrangement.
- The letter is submitted **proactively** as a **protective and procedural measure**, consistent with past years.

#### 4. Justification for the Notification

- The letter ensures the school maintains the **legal and procedural option** to explore alternative SELPA arrangements if needed.
- It aligns with the broader charter school practice of **maintaining autonomy and flexibility** within state education regulations.

# 5. Board Acknowledgment

- The draft letter was presented to the board for transparency and record.
- No action was required unless changes to the content or intent of the letter were proposed.

• The letter will be formally submitted to **LAUSD SELPA leadership** in accordance with annual requirements and timelines.

Steven Kofahl made a motion to approve Collective LAUSD SELPA Notification Letter. Ronald Laws seconded the motion.

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

#### **Roll Call**

Alexandra Ramirez Aye
Brad Wright Aye
Ronald Laws Aye
Sebastian Winter Absent
Steven Kofahl Aye
Linda Ibach Aye

D. Discussion and Vote to Approve the 2025-2026 Service Agreement with Sage SoCal, Inc.

Presenters: David Hussey

# 1. Purpose of the Agreement

- The school is seeking board approval for a **one-year service contract** with **Sage SoCal**, **Inc.**, a third-party provider of **school-based therapeutic services**.
- The contracted services involve assigning an **on-site therapist** to support student mental health and wellness through the school's **Wellness Center**.

# 2. Current and Proposed Staffing Levels

- 2024–2025 school year (current):
  - Initially contracted for two school-based therapists.
  - A third therapist was added later in the year due to student needs.
- 2025–2026 school year (proposed):
  - $\circ$  The contract  $\mbox{\bf begins}$  with one therapist on site.
  - Potential to expand to a second therapist contingent upon available budget during the school year.

#### 3. Rationale for Continued Services

- The Wellness Center and therapist support have proven to be highly beneficial for students.
- School leadership emphasized the importance of maintaining access to mental health support as a core part of the school's student wellness and support strategy.

• Services are **not provided by school employees**, but rather by Sage SoCal as a **third-party contractor**.

#### 4. Contract and Financial Details

- Term: One (1) year
- Contract Value: Exceeds \$50,000, thus requiring formal board approval per financial policy.
- Though **only one therapist** is funded at this time, **future staffing increases** may be brought back to the board for review and approval if budget permits.

## 5. Board Discussion Highlights

- It was confirmed that the school **contracted with Sage SoCal during the previous school year** as well.
- Board members discussed the potential of **scaling services back up** if funding becomes available.
- Emphasis was placed on the **critical importance** of student wellness and the **positive impact** these therapists have made.
- Board encouraged to consider funding additional therapeutic support if feasible within the overall 2025–2026 school budget.

Steven Kofahl made a motion to Approve the 2025-2026 Service Agreement with Sage SoCal. Inc.

Linda Ibach seconded the motion.

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

#### **Roll Call**

Steven Kofahl Aye
Alexandra Ramirez Aye
Ronald Laws Aye
Linda Ibach Aye
Brad Wright Aye
Sebastian Winter Absent

# E. Discussion on Local Control Accountability Plan (LCAP) 2025-2026 Proposed Goals and Actions

Presenter: Ms. Clark, Administrative Director

**Purpose:** Informational presentation and discussion—no vote required at this meeting **Next Steps:** Board members have ~3 weeks to review and provide feedback before a vote at a future meeting.

### **General Overview**

• The LCAP draft was presented for review and feedback.

- Board members may submit suggestions within the next three weeks.
- Key context data was presented:
  - **Enrollment Decline:** Student enrollment dropped significantly—now approx. 2,900 students in grades 9–12.
  - Community Income Growth:
    - Woodland Hills median income (2023–2024): \$134,000
    - Compared to LA County (\$87,800) and City of LA (\$80,000)

# Performance Review & Data Analysis

- Academic Decline:
  - English Language Arts (ELA): 23.2 points above standard but declined
     16.8 points from 2023
  - Mathematics: Also showed a decline across most subgroups
  - Performance colors updated to align with California Dashboard terminology
- Contributing Factors to Decline:
  - High substitute teacher rates—highest ever recorded
  - Inconsistent testing implementation
  - Perceived lack of teacher support:
    - From administration
    - Among teachers within departments
  - Outdated teaching practices in some areas

# Stakeholder Feedback & Proposed Solutions Instructional Support and Professional Development:

- Emphasis on alignment by course and department
- Increased focus on Professional Learning Communities (PLCs)
- Encourage **ongoing teacher training and conference attendance** (fully funded by the school)
- Reaffirmation that participation is **not mandatory**, but **strongly encouraged**

# **Teacher & Department Engagement:**

- Department chairs are consulted to lead internal initiatives
- Admins may intervene based on departmental needs

## **Goals Overview**

#### **Goal 1: Student Achievement**

- · Based on CAASPP and dashboard metrics
- Focus on improving instructional quality and addressing learning gaps

Data-driven alignment and support strategies

## Goal 2: College & Career Readiness

- Concerns from parents about inadequate college prep information for juniors and seniors
- Response: Increase workshops, counseling support, and communication efforts
- Noted: Staffing changes will reduce college counselors from 3 to 2 next year

# **Goal 3: Parent Engagement**

#### Key issues raised:

- Lack of grade-level assemblies
- Safety concerns (especially language and hate speech)
- Need for anti-hate initiatives across all grades

#### Actions Taken:

- Four-day anti-hate assemblies planned for Fall 2025
- Partnering with Dr. Howard's group for ongoing cultural sensitivity training
- Reinforce zero tolerance stance on hate speech and language

#### Parental Involvement Concerns:

- Decrease in active participation; requests for:
  - Virtual options for meetings
  - Clear donation opportunities at school events
  - Fundraising efforts spearheaded by parent committees (e.g., ECR Royal Families)
- Suggestion to add parent assemblies for better awareness and involvement

#### Marketing Coordinator Feedback:

- Request that the Marketing Director attend key school events
- Provide event write-ups to stakeholders
- Be more visible and proactive (feedback gathered from parents and staff)

#### Goal 4: Safe and Inclusive Environment

#### · Concerns:

- Continued vaping and smoking in bathrooms
- Inconsistent disciplinary action for infractions
- Need for a full-time nurse on campus
- Lack of a clear, comprehensive discipline plan
  - Should be presented to staff during the back-to-school orientation

#### **Additional Notes**

• Financial details in the LCAP contain **placeholder figures**; final budget integration pending.

- Budget revisions and updates will be reflected before the official vote.
- Emphasis placed on transparency and stakeholder collaboration in finalizing the plan.

# **Next Steps:**

- Board members to review and provide additional input over the next 3 weeks.
- LCAP to be finalized and presented for a vote at the next scheduled board meeting.

#### VI. Closed Session

# A. Conference with Labor Negotiators

The board entered the closed session at 6:47 PM on the 22nd of May, 2025.

- B. Public Employee Discipline/Dismissal/Release (§54957)
- C. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

# VII. Reconvene to Open Session

#### A. Report on Actions Taken in Closed Session, If Any

The board reconvene to open session at 7:36 PM on the 22nd of May, 2025. Ronald Laws left at 6:50 PM.

Mr. Wright reported that there were no actions taken during the closed session and therefore nothing to report.

# VIII. Closing Items

# A. Adjourn Meeting

Steven Kofahl made a motion to Adjourn Meeting.

Alexandra Ramirez seconded the motion.

single voice vote

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

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 7:37 PM.

Respectfully Submitted,

Ryan Guinto

# Coversheet

# Approve the Minutes of May 14, 2025, Special Board Meeting

Section: II. Consent

Item: D. Approve the Minutes of May 14, 2025, Special Board Meeting

Purpose: Approve Minutes

Submitted by:

Related Material: Minutes for Special Board Meeting on May 14, 2025



# El Camino Real Charter High School

# **Minutes**

# **Special Board Meeting**

5-14-2025 Special Board meeting

#### **Date and Time**

Wednesday May 14, 2025 at 2:40 PM

#### Location

El Camino Real Charter High School - North Campus

7401 Shoup Avenue West Hills CA 91307

Meeting can also be seen and heard at:

Media Center (Main Campus) - 5440 Valley Circle Boulevard Woodland Hills CA 91367

#### SPECIAL BOARD MEETING

For meeting materials, please go to the school's main office, or call (818) 595-7500. Some board meeting materials are also posted in the school's website (https://ecrchs.net - click the ECR Board tab).

#### **ATTENTION:**

WE HAVE RETURNED TO "IN-PERSON" REGULAR AND SPECIAL BOARD MEETINGS AND COMMITTEE MEETINGS.

INSTRUCTIONS FOR PRESENTATIONS TO THE BOARD BY PARENTS AND OTHER MEETING ATTENDEES:

El Camino Real Alliance ("ECRA") welcomes your participation at ECRA's Board meetings. The purpose of a public meeting of the Board of Directors ("Board") is to conduct the affairs of ECRA in public.

Your participation assures us of continuing community interest in our charter school. To assist you in the ease of speaking/ participating in our meetings, the following guidelines are provided:

- 1. Agendas are available to all audience members at the door to the meeting.
- 2. "Request to Speak" forms are available to all audience members who wish to speak on any agenda items of the Special Baord Meeting.

"Public Comments" is set aside for members of the audience to raise issues that are on the agenda.

However, due to public meeting laws, the Board can only listen to your issue, not respond or take action.

These presentations are limited to *two (2) minutes* and and total time allotted is only for the topics in the agenda items and will not exceed fifteen (15) minutes. A member of the public who requires the use of a translator, in order to receive the same opportunity as others to directly address the Board, shall be permitted twice the allotted time to speak.

The Board may give direction to staff to respond to your concern or you may be offered the option of returning with a citizen-requested item.

3. You may also complete a "Request to Speak" form to address the Board on Agenda items. With regard to such agenda items, you may specify the item(s) on your "Request to Speak" form and you will be given an opportunity to speak for up to three (3) minutes before the item is addressed, and total time allocated to agenda items will not exceed six (6) minutes for a Discussion item and nine (9) minutes per Vote item.

A member of the public who requires the use of a translator, in order to receive the same opportunity as others to directly address the Board, shall be permitted twice the allotted time to speak, and the total allocated time shall be appropriately increased as well.

- 4. When addressing the Board, speakers are requested to state their name and adhere to the time limits set forth. In order to maintain allotted time limits, the Board Chair may modify speaker time allocations or the total amount of allotted time for an item.
- 5. Any public records relating to an agenda item for an Open Session of the Board which are distributed to all, or a majority of all, of the Board members shall be available for public inspection at 5440 Valley Circle Blvd., Woodland Hills, California, 91367.

#### **IMPORTANT NOTE REGARDING PUBLIC COMMENTS:**

Effective September 2022, public comments presentations at all ECRA Regular and Special Board Meetings and at Committee Meetings must be made in person.

There is no obligation on the part of the school to have a school official read public comments during in-person Board Meetings.

A member of the public is welcome to appear at the Board meeting to make a public comment or make arrangements with another person in attendance to speak on the person's behalf.

**Consent Agenda:** All matters listed under the consent agenda are considered by the Board to be routine and will be approved/enacted by the Board in one motion or more motions in the form listed below. Unless specifically requested by a Board member for further discussion or removed from the agenda, there will be no discussion of these items prior to the Board vote(s) on the Consent Agenda item(s). The Executive Director recommends approval of all consent agenda items.

In compliance with the Americans with Disabilities Act (ADA) and upon request, El Camino Real Alliance may furnish reasonable auxiliary aids and services to qualified individuals with disabilities. Requests for disability related modifications or accommodations shall be made 24 hours prior to the meeting to David Hussey, in person, by email at comment@ecrchs.net, or by calling (818) 595-7500.

#### **Directors Present**

Brad Wright, Ronald Laws, Steven Kofahl

#### **Directors Absent**

Alexandra Ramirez, Gregg Solkovits, Sebastian Winter

#### **Guests Present**

David Hussey, Ms. Aiba, Ryan Guinto

#### I. Opening Items

# A. Call the Meeting to Order

Brad Wright called a meeting of the board of directors of El Camino Real Charter High School to order on Wednesday May 14, 2025 at 2:43 PM.

#### **B.** Record Attendance and Guests

## C. Pledge of Allegiance to the United States of America (USA)

Mr. David Hussey led the Board members and guests in the Pledge of Allegiance to the United States of America (USA).

#### D. Public Comments

No public comments were received for this meeting.

#### II. Governance

# A. Final Ratification of Certificated Layoffs for 2025-2026

David Hussey, Executive Director, discuss the Final Ratification of Certificated Layoffs for 2025-2026.

- Reduction in Force (RIF) Details:
- Total number of employees receiving layoff notices: 10
- Document includes resolution and list of affected employees
  - · Layoff Provisions:
- 39-month return rights for affected employees
- Recall process based on seniority
- Potential for rescinding RIF notices if:
  - 1. Teaching positions become available (e.g., math teacher retirement)
  - 2. Enrollment numbers increase significantly before school year end
    - Flexibility Clause:
- Employees can be reinstated if organizational needs change
- Priority given to original employees based on seniority
  - Next Steps:
- Formal notification to affected employees
- Maintain 39-month recall eligibility

Ronald Laws made a motion to approve the Final Ratification of Certificated Layoffs for 2025-2026.

Steven Kofahl seconded the motion.

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

#### **Roll Call**

Brad Wright Aye
Ronald Laws Aye
Alexandra Ramirez Absent
Sebastian Winter Absent
Gregg Solkovits Absent
Steven Kofahl Aye

The board entered the closed session at 2:51 PM on the 14th of May, 2025.

# III. Reconvene to Open Session

# A. Report on Actions Taken in Closed Session, If Any

The board reconvene to open session at 2:57 PM on the 14th of May, 2025.

Mr. Wright reported that there were no actions taken during the closed session and therefore nothing to report.

# IV. Closing Items

# A. Adjourn Meeting

Steven Kofahl made a motion to adjourn the meeting.

Ronald Laws seconded the motion.

Single Voice Vote

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

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 2:57 PM.

Respectfully Submitted,

Ryan Guinto

## Coversheet

## Approval of the 2025-2026 Piece of Mind Special Education Services Contract

Section: II. Consent

Item: H. Approval of the 2025-2026 Piece of Mind Special Education Services

Contract

Purpose: Vote

Submitted by:

Related Material: 2025-2026 ECR - POM 6.25 (final).pdf



## **Diece of Mind Care Services** uc

This Contract for Therapy Services (the "Agreement") is made on the date subscribed herein for the 2025-2026 academic year by and between *Piece of Mind Care Services* ("Service Provider"), and El Camino Real Alliance dba El Camino Real Charter High School (the "School"). As used herein, Service Provider and the School may be referred to separately as a "Party" and collectively as the "Parties."

Service Provider shall be certified by the California Department of Education ("CDE") as a Non-Public Agency ("NPA"). All NPA services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 et seq and within the professional scope of practice of each provider's license, certification, and/or credential. A current copy of Service Provider's NPA certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to the School on or before the date this Agreement is executed by Service Provider.

#### **AGREEMENT**

#### I. Term

This Agreement shall be effective as of July 1, 2025, and shall remain in effect until June 30, 2026, unless terminated sooner by a Party. Either Party may at any time during the term hereof terminate this Agreement, with cause, upon thirty (30) days' written notice to the other Party of such termination.

#### II. Services

The Parties agree that Service Provider is to facilitate the following services under the terms of this Agreement and in accordance with Federal, State and local laws: Instructional Assistant (IA); Behavior Intervention Implementation (BII); Behavior Intervention Development (BID); Inclusion Facilitator (IF) and Mild Moderate, Moderate Severe Credentialed Substitute Teacher services. Services not to exceed the maximum number of minutes as allocated on a specific student(s)'s current IEP, if applicable. All services are to be provided at the School or via teletherapy, at the discretion and direction of the School.

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



## **Diece of Mind Care Services** 110

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

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

If a parent or School contests the termination of an ISA by initiating a due process proceeding with the OAH, Service Provider shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by School or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. Service Provider shall adhere to all School requirements concerning changes in placement.

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

#### Compensation

Service Provider shall be compensated by School as follows:

- \$42.00 per hour for direct adult assistant or classroom assistance (IA)
- \$42.00 per hour for direct 1:1 Behavior Intervention Implementation (BII)
- \$55.00 per hour for the completion of assessments, telephone contact, treatment plan development, IEP meeting attendance and preparation and professional development (BID)
- \$85.00 per hour for inclusion facilitation curriculum modification indirect and direct Services
- \$300 per day for substitute teacher services (Mild/Moderate or Moderate/Severe Credential)

Services are rendered from the first day of the month to the last day of the month, and invoices will be submitted no later than the 30th of each month for the previous month.



## **Diece of Mind Care Services LLC**

Services will be reimbursed thirty (30) days from the date of the invoice. Invoices will be submitted once monthly.

#### Service Provider Staff Absence

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

#### Student Absence

Service Provider shall notify the School of the absence of a student no later than the fifth (5<sup>th</sup>) consecutive service day of the student's absence. The School shall not be responsible for the payment of services when a student is absent.

#### Right to Withhold

The School may withhold payment to Service Provider when: (a) Service Provider has failed to perform, in whole or in part, under the terms of this contract; (b) Service Provider has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) Service Provider was overpaid by The School as determined by inspection, review, and/or audit of its program, work, and/or records; (d) Service Provider has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) The School has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in Service Provider's educational program; (g) Service Provider fails to confirm a student's change of residence to another district or confirms the change of residence to



## Piece of Mind Care Services uc

another district, but fails to notify the School within five (5) days of such confirmation; or (h) Service Provider receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to Service Provider in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the School until completion of a review or audit, if deemed necessary by the School. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the Service Provider determined to have been paid in error or in anticipation of correction of documentation deficiencies by the Service Provider that remain uncorrected.

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

If School determines that cause exists to withhold payment to Service Provider, School shall, within ten (10) business days of this determination, provide to School written notice that Service Provider is withholding payment. Such notice shall specify the basis or bases for the School's withholding payment and the amount to be withheld. Within thirty (30)



## Piece of Mind Care Services **uc**

days from the date of receipt of such notice, Service Provider shall take all necessary and appropriate action to correct the deficiencies that form the basis for School's withholding payment or submit a written request for extension of time to correct the deficiencies or submit to School written documentation demonstrating that the basis or bases cited by the School for withholding payment is unfounded. Upon receipt of Service Provider's written request showing good cause, School shall extend Service Provider time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

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

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

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



## **Piece of Mind Care Services LLC**

#### **Welligent Documentation**

Service Provider acknowledges and agrees that it is required to enter information as to services it renders to the school in Welligent (online documentation system) in a timely manner and that failure to do so constitutes a material breach of the Agreement. As such, to the extent there are any services not entered into Welligent for which Service Provider submits a written invoice, that part of the invoice shall not be due and owing, unless and until, the information is entered fully and appropriately into Welligent. All staff will gain access to the Welligent system after approval from administrator.

#### **Recruiter Fee**

The School recognizes that Service Provider recruits and trains its staff placed at the School, which is a significant expense to Service Provider. In the event that the School hires Service Provider's staff, then the School shall agree to pay Service Provider a recruiter fee as follows based on hires per academic year: \$3,000.00 for the first hire, \$4,500.00 for the second hire, and \$6,000.00 for each hire thereafter. Payment of this recruiter fee shall be made at the rate of \$1,500.00 per month per hired employee, until the fee is paid in full. The School shall promptly notify Service Provider of any such hires.

#### III. Independent Contractor

Service Provider understands and agrees that its service providers sent to the School are contractors of Service Provider and not the School, and are not entitled to benefits of any kind or nature normally provided employees of the School and/or to which the School employees are normally entitled. This includes, but is not limited to, health benefits, wages, payment of Federal, State or local taxes or contributions, and unemployment insurance or benefits.

#### IV. Staff Qualifications

Service Provider shall comply with all fingerprinting, background check and testing requirements under State and federal law including, but not limited to, the fingerprint requirements in Education Code § 45125.1 and the tuberculosis testing requirements in Education Code § 49406.

Service Provider certifies to the School's governing board that it has completed the criminal background check requirements of Education Code Section 45125.1 and that none of its employees that may come into contact with students have been convicted of a violent felony listed in Penal Code section 667.5 (c) or a serious felony listed on Penal Code Section 1192.7 (c).

Service Provider shall also annually train all its staff members, including volunteers, so that they are familiar with and adhere to the mandated child abuse reporting obligations and procedures specified in California Penal Code § 11164 *et seq.* Service Provider will also ensure that all



### **Diece of Mind Care Services** 110

providers have completed Bloodborne Pathogen Exposure Prevention, Childhood Sexual Assault Prevention, Mandated Reporter: Child Abuse and Neglect, Students Experiencing Homelessness: Awareness and Understanding, Youth Suicide: Awareness, Prevention and Postvention, Sexual Harassment: Policy and Prevention, Making Schools Safe and Inclusive for LGBTQ+ Students trainings as well as any others added and required by school. Staff will also be required and trained in toileting special needs students by qualified staff. All staff will complete behavior training in non-violent positive behavior intervention including verbal de-escalation, disengagement and holding skills.

Piece of Mind Care services will adhere to all regulations regarding immunization and vaccination based on CDC, State and Los Angeles County Laws. Proof of immunization record will be provided to the School prior to start of services provided on campus in accordance with School requirements. Any materials necessary will be provided by Service Provider (gloves, masks, hand sanitizer, safety procedure training and protocols) to its employees if needed.

Service Provider will provide optional CPR or other health related training to its staff in respect to specific student safety, upon request from the School. Any additional training which may be presented as requirements will be adhered prior to return to campus.

Service Provider shall provide the School with copies of current valid California credentials and licenses for staff providing services to individuals with exceptional needs. Service Provider shall notify the School in writing within 45 days of any change in credential or licensed personnel. Service Provider and the School agree that the failure of Service Provider to provide properly qualified personnel to provide services as specified in the IEP shall be cause for the termination of all contracts between the Service Provider and the School.

#### V. Venue and Governing Law

The laws of the State of California shall govern the terms and conditions of this Agreement, and the parties agree that Los Angeles, California shall be the sole and exclusive jurisdiction for any and claims brought arising out of this Agreement. In the event any action is initiated to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to attorney's fees and costs.

#### VI. Indemnification and Hold Harmless

Service Provider shall indemnify and hold the School and its employees, volunteers, directors, and authorizer harmless against all liability, loss, damage and expense (including reasonable attorney's fees and costs) resulting from or arising out of this Agreement or its performance, to the extent that such loss, damage, expense or liability was proximately caused by the negligent or willful act or omission of the Service Provider, including, without limitation, its agents or anyone employed directly or indirectly by it.



## **Diece of Mind Care Services** 110

#### VII. Insurance

Service Provider shall maintain a general liability insurance policy (including but not limited to errors and omissions (E&O)/malpractice, workers compensation, commercial automobile liability) of no less than \$1,000,000.00 per occurrence and no less than \$2,000,000 in the aggregate. Service Provider shall also maintain a sexual abuse and molestation policy of no less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

Service Provider shall name the School as an additional insured under such a policy, and shall provide a Certificate of Insurance identifying same within seven (7) days of execution of this Agreement.

#### VIII. Records

Service Provider shall maintain and appropriately store all student records for a minimum of four years.

#### IX. Dispute Resolution

In the event a dispute arises out of this Agreement, including its interpretation or enforcement thereof, the Parties agree to attempt to resolve the dispute informally. Should informal resolution be unsuccessful, the parties agree to submit the matter to binding arbitration in accordance with the laws of the State of California. The arbitrator's award shall be final, and judgment may be entered upon it by any court having jurisdiction within the State of California. In the event any arbitration is brought, the arbitrator shall be allowed to award attorney's fees and costs to the prevailing party.

#### X. Inspection and Audits

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

Service Provider shall provide access to the School to all records including, but not limited to: student pupils as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and



## Diece of Mind Care Services up

volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPA certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by the School. Service Provider shall make available to the School all budgetary information including operating budgets submitted by Service Provider to the School for the relevant contract period being audited.

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

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

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

#### XI. Modifications and Amendments

This Agreement may be modified or amended by the School to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the School and/or Service Provider thirty (30) days'



## **Diece of Mind Care Services uc**

notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

#### **XII. Conflicts of Interest**

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

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

Service Provider shall comply with all applicable federal, state, and local laws and regulations, including, but not limited to, applicable and active health orders.



## **Diece of Mind Care Services LLC**

#### X. Notifications

Any notifications required to be provided shall be in writing and shall be considered effective the date electronic delivery by email is made to a Party, with a hard copy to be sent by US Postal Service, as follows:

Michelle Bahy
Director
pieceofmindcareservices@gmail.com
Piece of Mind Care Services
6520 Platt Ave #189
West Hills, California 91307

Emilie Larew
Administrative Director, Student Support
Services
e.larew@ecrchs.net
El Camino Real Charter High School
5440 Valley Circle Boulevard
Woodland Hills, California 91367

### XI. Acknowledgment

We, the undersigned, duly authorized representatives of the parties to this agreement herein above expressed have entered into this Agreement without reservation and have read the terms herein.

Piece of Mind Care Services LLC	El Camino Real Alliance dba El Camino Real Charter High School
 Signature	Signature
Michelle Bahy, Director	David Hussey, Executive Director
Date:	Date:

## Coversheet

## Approval of the 2025-2026 Substitute Contract

Section: II. Consent

Item: I. Approval of the 2025-2026 Substitute Contract

Purpose: Vote

Submitted by:

Related Material: Substitute Rates 25-26 (Board Meeting).pdf

#### **SUBSTITUTE VENDOR RATES COMPARISON 25-26**

	SCOOT		
(Daily)			
Long-Term (15+ days)			
Teaching Assistant	Teacher (ER 30-day sub permit or CA Cred)	Special Ed. (Cred)	
\$337.00 \$371.00 \$465.00			
	Short-Term (Less than 15 days)		
Teaching Assistant	Teacher (ER 30-day sub permit or CA Cred)	Special Ed. (Cred)	
\$307.00	\$338.00	\$423.00	

3% price increase commencing on July 1, 2025. Scoot has not increased pricing since 2023.

THE EDUCATION TEAM					
(Hourly)					
Teaching Assistant 30-Day Sub Permit Multi-Subject Single-Subject Special Ed. (Cred)					
\$38.00	\$45.00	\$47.00	\$48.00	\$67.00	

Long-term assignments over one week (5 days) in duration involving lesson planning or grading will incur a \$25 per day surcharge on each day commencing with day six. Prices include all payroll taxes, WC costs, benefits costs, liability insurance costs, including gen., prof., empl. Practices, and sexual misconduct liability), recruitment costs, and HR/Admin. Costs. No addl. Fees or taxes.

		TEACHERS ON RESERVE		
		(Hourly - 4 hours min)		
		Day-to-Day (Less than 10 days)		
CA Cred Teacher	Non-Cred Teacher	Special Ed. (Non-Cred)	CA Cred. w/ Special Ed. Exp	Special Ed. (Cred)
\$60.54	\$54.32	\$56.01	\$67.23	\$83.68
	•	Long-Term (10+ days)		
CA Cred Teacher	Non-Cred Teacher	Special Ed. (Non-Cred)	CA Cred. w/ Special Ed. Exp	Special Ed. (Cred)
\$64.54	\$58.32	\$60.01	\$71.23	\$87.68

KELLY SERVICES				
(Hourly)				
Teachers Teachers (Long Term 11+ days) TA's				
\$40.60	\$50.75	\$31.90		

SPED Rates: SPED and ECE positions are set at different pay rates at times as well. Our agreements are based on the pay rates our school partner sets. We try to recommend increased rates if we are not competitive.



#### TERMS OF SERVICE ADDENDUM

The following terms of service amendments and exhibits are incorporated and made part of the Agreement between Scoot and Customer for assignments scheduled on or after July 1, 2025. You will be regarded as having accepted into this addendum when any of the following occur:

- (a) by confirming acceptance of this Agreement in writing; or
- (b) by requesting us to supply Educator(s) after receiving this document for placements on or after July 1 2025.

The following sections of the Agreement for Staffing Services (the "Agreement") are hereby amended as follows. Unless specified below, all other terms and conditions of the Agreement shall remain in full force and effect.

#### 1. DEFINITIONS

Educator(s)	Means, individually and collectively, Scoot employee(s), including but not limited to a Teacher and/or Support Position alone, or as assigned to a Substitute Bubble (including where the context requires their agents and sub-contractors), Paraprofessionals, alone, or as assigned to a Paraprofessional Bubble (including where the context requires their agents and sub-contractors), a TeachStart Fellow, a Special Education Teacher, a Registered Behavior Technician, a Behavior Interventionist, a Board Certified Behavior Analyst, a Speech Language Pathologist and/or a Psychologist, Before/After School Educator assigned to work for Customer in accordance with this Agreement.
Paraprofessional Bubble	Paraprofessional Bubbles are a group of hourly paraprofessional staff who are assigned to Customer school(s) for a specific period of time. Paraprofessional staff within a bubble are always assigned to Customer and must be used for long-term Assignments.
Substitute Bubble	Substitute Bubbles are a group of day-to-day Teachers and/or Support Position who are assigned to Customer school(s) for a specific period of time. Teachers and/or Support Positions within a bubble are always assigned to Customer and must be used for day-to-day coverage, rather than long-term same-classroom positions.
Support Position	Means an Educator scheduled to an Assignment that could be classified as, but is not limited to, Teaching Assistant, Administration Support, Campus Aide, or other roles that support the lead teacher or operations of the school but do not include lead-teaching responsibilities or any credential/certification requirements.

#### 8. WORKERS' COMPENSATION AND LIABILITY INSURANCE

Scoot will, at its own expense, provide and keep in full force and effect during the term of this Agreement the following kinds and minimum amounts of insurance for Educators:

#### 8.1 Workers' Compensation

Workers' compensation statutory coverage as required by the laws of the jurisdiction in which the services are performed and includes alternate employer endorsement;

#### 8.2 Commercial General Liability

Commercial general liability insurance with a \$2,000,000 combined single limit per occurrence / \$4,000,000 aggregate and includes contractual liability and personal injury coverage;

#### 8.3 Automobile Liability

Hired and non-owned auto liability insurance with a \$1,000,000 combined single limit per occurrence;

#### 8.4 Umbrella Insurance

Umbrella policy of \$2,000,000 providing excess limits over the primary policies described above;

#### 8.5 Abusive Acts Coverage

Abusive Acts liability insurance with a \$1,000,000 combined single limit per occurrence / \$1,000,000 aggregate.

Scoot will provide Customer with a certificate of this insurance coverage upon request.

# EXHIBIT A BILL RATES FOR EDUCATORS

The Bill Rates contained in Exhibit A herein are confidential and proprietary. Customer agrees not to disclose the contents of this Exhibit A to persons or entities not party to this Agreement without Scoot's written permission.

Educators will be assigned pursuant to one of the following positions and at the following bill rates, subject to additional overtime charges as specified below:

Daily Educator Staffing				
Customer Bill Rate*	Half-day rate (4 hours or less)	Half-day long-term rate (4 hours or less)#	Short-term day rate (up to 8.5 hours/day)	Long-term day rate (up to 8.5 hours/day)#
Support Position	\$206	\$226	\$307	\$337
Teacher (emergency 30-day substitute permit or California credential)	\$227	\$249	\$338	\$371
Teacher and/or Support Position Assigned Within a Substitute Bubble	N/A			Bill Rate less Substitute Bubble discount specified below.
Special Education Credential in SpEd role	\$284	\$312	\$423	\$465
TeachStart Fellow	N/A	N/A	\$371	\$371
	Hourly Educate	or Staffing		
Paraprofessional		oot for bespoke hour sional Bubble discoul		
Registered Behavior Technician				
Behavior Interventionist				
Board Certified Behavior Analyst			anaka harmu Pill Data	
Speech Language Pathologist		Contact Scoot for be	spoke nourly Bill Rate	9
Psychologist				
Before/After School Educator				

\* Because Educators are non-exempt hourly employees, additional charges over and above the standard Customer Bill Rate will apply in the event that an Educator is called upon to work overtime meaning a shift longer than eight and a half (8.5) hours, including a thirty (30) minute meal break, in a workday or more than (40) hours, excluding meal breaks, in a work week for the same Customer. Overtime is charged at 1.5x the prorated hourly bill rate according to the above table (e.g., overtime for a Support Position is charged at \$307/8.5\*1.5 per hour). Educators are instructed by Scoot that they should seek the approval of a duly designated supervisor at the Customer site before incurring overtime but, of course, the need to ensure proper supervision of pupils may necessitate an Educator staying over even if the designated supervisor is not immediately available. Consistent with professional best practices, Educators are directed to maintain supervision over assigned students until they are relieved by appropriate school personnel.

# An Educator will be considered in long-term status if the same Educator has been scheduled at a Customer school for an Assignment that is scheduled for more than 15 workdays or an Assignment has extended beyond 15 workdays (half-days and full-days are counted the same) in the same academic year.

#### DISCOUNTS FOR TEACHER AND/OR SUPPORT POSITION SUBSTITUTE BUBBLE

Customer is entitled to the following discount for any Teacher and/or Support Position assigned to a Substitute Bubble with Customer. Discounts are calculated based on the size of Bubble committed to pursuant to the below table.

	Quantity of Teachers and/or Support Positions in Bubble						
	5-9 10-19 20-29 30-39 40+						
Discount	11%	12%	13%	14%	15%		

The following terms apply to a Teacher and/or Support Positions Substitute Bubble:

- Customer must commit to the Substitute Bubble from its start date until the conclusion of Customer's academic
  year, unless negotiated otherwise.
- 2. If a Substitute Bubble becomes larger in size than originally committed to by Customer, the larger discount will be applied according to the above table.
- 3. If a Substitute Bubble is smaller in size than originally committed to by Customer due to Scoot being unable to source the requested number of Educators, the originally agreed discount will be applied.
- 4. Substitute Bubbles may be canceled should an uncontrollable event force Customer to close its school(s) for a period extending beyond ninety (90) days (e.g., closure due to a pandemic or government order).
- 5. Substitute Bubbles are active on any instructional school day, non-student days are not included.
- 6. Substitute Bubbles are to be used to cover day-to-day absences at Customer site(s) but are considered long term Assignments as they are at least 15 days in length.
- 7. Should a Teacher and/or Support Position who was part of a Substitute Bubble move to a long-term position with Customer (defined as a single Assignment scheduled for 15 days or more), Customer will be given the choice of replacing that Educator to maintain Bubble size or decreasing the size of the Bubble, the latter option may decrease the Substitute Bubble discount applied to future invoices.
- 8. TeachStart Fellows cannot be included in a Substitute Bubble.

#### **DISCOUNTS FOR PARAPROFESSIONAL BUBBLE**

Customer is entitled to the following discount for any paraprofessional assigned to a Paraprofessional Bubble with Customer. Discounts are calculated based on size of Paraprofessional Bubble committed to according to the below table.

	Quantity of Paraprofessionals in Bubble					
	10-29 30-49 50-69 70-84 85-99 10					
Discount	5%	6%	7%	8%	9%	10%

The following terms apply to a Paraprofessional Bubble:

- 1. Customer must commit to the Paraprofessional Bubble from its start date until the conclusion of Customer's academic year, unless negotiated otherwise.
- 2. If a Paraprofessional Bubble becomes larger in size than originally committed to by Customer, the larger discount will be applied according to the above table.
- 3. If a Paraprofessional Bubble is smaller in size than originally committed to by Customer due to Scoot being unable to source the requested number of Educators, the originally agreed discount will be applied.
- 4. Educators assigned to a Paraprofessional Bubble are expected to be utilized in long-term Assignments rather than being used in day-to-day roles.
- 5. Paraprofessional Bubbles may be canceled should an uncontrollable event force Customer to close its school(s) for a prolonged period (e.g., closure due to a pandemic or government order).
- 6. Paraprofessional Bubbles are active on any instructional school day, non-student days are not included.
- 7. TeachStart Fellows cannot be included in a Paraprofessional Bubble.



Corporate Office: 3440 Wilshire Blvd, Suite 1111 • Los Angeles, CA • 90010 Orders: (855) 898-2929 • Inquiries: (213) 986-4718

# Greater Los Angeles Price List

\*\*\* Effective July 1, 2025 \*\*\*

Employee Category	Minimum Qualifications	Hourly Rate
<ul><li>After School Teacher</li></ul>	<ul><li>48 semester units in any courses OR</li><li>AA Degree in any subject</li></ul>	32
• Degree Only *Teacher Assistant / Para Educator	Bachelor's Degree in any subject	38
Degree & CBEST	<ul><li>Bachelor's Degree or higher and</li><li>CBEST or CSET</li></ul>	42
• 30-Day Sub Permit	<ul><li>Bachelor's Degree or higher and</li><li>30-Day Substitute Teacher Permit</li></ul>	45
Multi-Subject	CTC issued Multiple Subject Credential	47
<ul> <li>Single-Subject Credential</li> </ul>	CTC issued Single Subject Credential	48
Special Education     Credential	CTC issued Special Education Credential	67

Long-term assignments over one week in duration involving lesson planning or grading will incur a \$25 per day surcharge on each day commencing with day six.

NOTE: Prices include all payroll taxes, workers' compensation costs, benefits costs, liability insurance costs (including general, professional, employment practices and sexual misconduct liability), recruitment costs, and HR/administrative costs. There are no additional fees or taxes of any kind. The Education Team reserves the right to adjust its prices with 30 days written notice.



# RATE SHEET

## Substitute Rates for California

(Per Hour)
4-hour minimum per day

	Day-to-Day	Long-Term*
CA Credentialed Teacher B.A./B.S. Degree or higher, CA Teaching Credential or Permit (30-Day, Multiple or Single Subject)	\$60.54	\$64.54
Non Credentialed K-12 Teacher B.A./B.S. Degree or higher, K-12th Self-Contained, Single Subject Classroom or specialist	\$54.32	\$58.32
SPECIAL EDUCATION		
Non Credentialed Special Education Teacher B.A./B.S. Degree or higher, Experience teaching Special Education students	\$56.01	\$60.01
CA Credentialed Teacher w/Special Ed Experience B.A./B.S. Degree or higher, CA Teaching Credential or Permit (30-Day, Multiple or Single Subject Experience teaching Special Education students	\$67.23 ()	\$71.23
CA Special Education Credential B.A./B.S. Degree or higher, CA Special Education Credential	\$83.68	\$87.68
PRESCHOOL		
Preschool Teacher Required Child Development Units	\$42.29	\$46.29
Infant Toddler Teacher Infant Toddler Units plus required Child Development Units	\$43.35	\$47.35
Preschool Special Education Teacher Required Child Development Units	\$43.63	\$47.63
CTC Certificated Preschool Teacher CA Children's Development Permit	\$55.20	\$59.20
Preschool Teacher w/ Bachelor's Degree Required Child Development Units & B.A./B.S	\$55.20	\$59.20
Preschool Director CTC certificated preschool site supervisor or program director	\$66.79	\$70.79

<sup>\*</sup>Long-term assignments are more than 10 continuous days covering for the same teacher/grade level/subject.

Rates effective July 1, 2024 Subject to change with notification

© 2024 Teachers On Reserve

Types of Assignments: Aminimum arter High School - Regular Board meeting - Agenda - Monday June 30, 2025 at 5:30 PM The Assigned Employees will be assigned to the following positions and at the following rates: DILL D.L.

David Date

D. SILI

Position	Pay Kate Pay Type		магкир вп		i Kate
Teachers	\$28.00	Hourly	1.450	\$	40.60
Teachers (Long Term)	\$35.00	Hourly	1.450	\$	50.75
Paraprofessional	\$22.00	Hourly	1.450	\$	31.90
Administrative	\$20.00	Hourly	1.450	\$	29.00

## Coversheet

## Approval of the 2025-2028 LACOE Contract for California School-Based Medi-Cal Administrative Activities Program

Section: II. Consent

Item: J. Approval of the 2025-2028 LACOE Contract for California School-

Based Medi-Cal Administrative Activities Program

Purpose: Vote

Submitted by: Related Material:

Executive Summary Medi-Cal Administrative Activities (SMAA) Program.pdf

Contract#C-25164 - El Camino Real Alliance.pdf



Medi-Cal Administrative Activities (SMAA) Program Contract (2025–2028)

Contract #: C-25164 – El Camino Real Charter High School & LACOE Term: July 1, 2025 – June 30, 2028 (with two optional one-year extensions through 2030)

#### **Overview:**

El Camino Real Charter High School (ECRCHS) would like to enter into a contract with the Los Angeles County Office of Education (LACOE) to participate in the California School-Based Medi-Cal Administrative Activities (SMAA) Program for the 2025–2028 cycle. This program allows the school to claim federal reimbursement for eligible administrative activities that support Medi-Cal services provided to students.

#### **Problem Addressed:**

Schools often face significant challenges in managing and claiming federal reimbursements for Medi-Cal administrative activities. The complexity of compliance requirements, the need for precise documentation, and the lack of dedicated administrative capacity often result in underutilized funds, delayed claims, and exposure to audit risks. This contract addresses these challenges by providing El Camino Real Charter High School with direct support from the Los Angeles County Office of Education (LACOE). Through centralized oversight, staff training, standardized processes using the Random Moment Time Survey (RMTS) system, and streamlined reimbursement procedures, the contract ensures that the school can efficiently access eligible federal funds while maintaining compliance with state and federal requirements.

#### **Key Objectives:**

- Reimburse ECRCHS for eligible administrative costs related to Medi-Cal.
- Ensure compliance with federal and state regulations through LACOE's management.
- Utilize the Random Moment Time Survey (RMTS) system for activity tracking.

#### **LACOE Responsibilities:**

- Administer RMTS and oversee all SMAA claiming activities.
- Certify expenditure data and submit invoices to the California Department of Health Care Services (DHCS) on behalf of ECRCHS.
- Provide technical assistance, staff training, and compliance monitoring.
- Issue quarterly reimbursements and annual summary reports to ECRCHS.



Medi-Cal Administrative Activities (SMAA) Program Contract (2025–2028)

Contract #: C-25164 – El Camino Real Charter High School & LACOE Term: July 1, 2025 – June 30, 2028 (with two optional one-year extensions through 2030)

#### **ECRCHS Responsibilities:**

- Designate a Fiscal Contact and SMAA Program Coordinator.
- Ensure timely and accurate participation in time surveys and submission of financial data.
- Maintain compliance with all SMAA regulations and retain documentation for 5 years.
- Reimburse LACOE for any disallowed claims plus interest and collection costs if applicable.

#### **Compensation and Fees:**

Administrative fees are assessed per quarter per participant:

- \$40 per participant in Q1 of each year.
- \$60 per participant in Q2, Q3, and Q4 of each year.

Fees may be adjusted annually to cover program costs. LEA may be charged a reduced rate if under 50 participants or limited RMTS use.

#### **Other Notable Provisions:**

- Procedures for reimbursement in the event of school closure.
- Indemnification clause protecting LACOE against LEA-related liabilities.
- Termination clause allows either party to exit the agreement with 30 days' notice.
- Dispute resolution process includes mediation and binding arbitration.
- Compliance with laws on insurance, non-discrimination, employee fingerprinting, drug-free policies, and grant fund contingencies.

#### **Federal Program Information:**

Program Name: Medical Assistance Program (Medi-Cal)

CFDA Number: 93.778

#### **Execution & Validity:**

Signatures from authorized representatives are required. Contract is subject to ratification by LACOE's Superintendent or designee.

C-25164:25:28

#### LOS ANGELES COUNTY OFFICE OF EDUCATION

# CONTRACT TO REIMBURSE ADMINISTRATIVE COSTS RELATED TO CALIFORNIA SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES PROGRAM 2025-2028

The LOS ANGELES COUNTY OFFICE OF EDUCATION, a public educational agency, located at 9300 Imperial Highway, Downey, California 90242-2890, hereinafter referred to as "LACOE," and EL CAMINO REAL CHARTER HIGH, hereinafter referred to as "LEA".

#### **RECITALS**

Medicaid is the nation's major publicly-financed health care program, jointly financed by the federal and State governments. Authorized in 1965 under Title XIX of the Social Security Act, Medicaid acts as a safety net for those unable to purchase health insurance. At the federal level, the Centers for Medicare and Medicaid Services (CMS), Department of Health and Human Services, oversee the Medicaid program. In California, the Medicaid program is known as Medi-Cal and is administered by the California Department of Health Care Services (Department). The Catalog of Federal Domestic Assistance (CFDA) number for the Medical Assistance Program is 93.778.

The Department is the single state agency responsible for administering the California Medical Assistance Program (Medi-Cal) and the School-based Medi-Cal Administrative Activities (SMAA) Program for Local Educational Consortia (LEC) Region 11 in accordance with California Welfare and Institutions Code Section 14132.47(c)(1).

In accordance with the California Welfare and Institutions Code Section 14132.47(q)(1) and the **Department's Provider Participation Agreement**, attached hereto, incorporated herein and made a part hereof as **Appendix A**, LACOE is the agency responsible for the administration of the SMAA claims on behalf of the Department and the coordination of the SMAA Program for the California County Superintendents Educational Services Association LEC Region 11 and all participating LEAs within LEC Region 11.

On June 27, 2014, the Department received approval from CMS on its revised SMAA plan including the implementation of the state-wide web based Random Moment Time Survey (RMTS) methodology and software system.

#### 1. DEFINITIONS:

- a. As used herein, RMTS shall mean Random Moment Time Survey, a time survey methodology outlined in the Department-approved RMTS State-wide Manual.
- b. As used herein, RMTS System shall mean and refer to the web-based services hosted by Fairbanks LLC (Fairbanks).

Los Angeles County Office of Education

- c. RMTS System Proprietary Information means all software, documentation, technical information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or not stored, complied, or memorialized physically, electronically, graphically, photographically, or in writing.
- d. As used herein, Authorized Contractor shall mean any contractor or subcontractor of LACOE and/ or LEA that has been approved for RMTS System access and/or Support Services System access by LACOE.
- e. As used herein, LEA Users shall mean employees, agents, or contractors of the LEA approved by LACOE.
- f. As used herein, Confidential Information shall mean all information shared or uploaded by LACOE or the LEA into the RMTS System, the Support Services System, or transmitted to or from LACOE electronically or physically as defined in Appendix A.
- g. As herein used, Purpose shall mean participation in the California's SMAA RMTS program, as outlined in the Department-approved SMAA State-wide plan.
- h. As used herein, Authorizer shall mean the school district or County Office of Education that authorized the LEA.

#### 2. <u>RESPONSIBILITIES OF LACOE</u>

- a. LACOE shall certify to the State Department of Health Care Services the amount of LEA general funds or other funds allowed under federal law and regulation expended on the allowable SMAA activities.
- b. LACOE shall be the exclusive service provider for all SMAA Claiming Activities within the Region 11 LEC Service Region, including, but not limited to, the administration of the State-approved time survey methodology, participant training, invoice preparation, program monitoring, and audit compliance, etc.
- c. LACOE shall delegate certain administrative activities to vendors to assist with the administration of the program.
- d. LACOE shall permit LEA Users to access and to use the RMTS System and Support Services System within the scope of work agreed upon by LACOE as specified in Appendix B and C, attached hereto, incorporated herein, and made a part hereof.
- e. LACOE shall certify to the Department:
  - (1) The availability and expenditure of funds for all nonfederal share costs of performing Program activities.
  - (2) The expenditures of LEA that represent costs eligible for federal financial participation in the fiscal year.

- f. LACOE shall provide the following services to LEA:
  - (1) Administer the LEA's time survey process.
  - (2) Provide technical assistance training to LEA staff.
  - (3) Monitor the LEA's operational plan and ensure compliance with local, state, and federal SMAA guidelines.
  - (4) Perform desk and or electronic site reviews to ensure compliance with all local, state, federal, and Department Program requirements.
  - (5) Payment of LEA's portion of the annual participation fee to satisfy Department's claim for administrative services to the Service Region by the due date for such fee.
  - (6) Act as liaison between the Department and LEA.
  - (7) Submit detailed quarterly invoices to the Department on behalf of the LEA.
  - (8) Provide reimbursement information through correspondence and on LACOE's website.
  - (9) Issue quarterly reimbursement to LEA on claims approved by the Department via Journal Voucher transfer or by issuing a warrant to the LEA for funds received from the Department based on SMAA invoices submitted by the LEA and certified by LACOE.
  - (10) Submit detailed annual summary report to the LEA reflecting invoices submitted and reimbursements received.
  - (11) Maintain LEC SMAA Audit binder, pursuant to the State-approved SMAA claiming plan.
  - (12) Conduct LEA data match student file transfer on behalf of LEA for purposes of calculating SMAA invoice claims, pursuant to the State- approved SMAA claiming plan.

#### 3. LEA RESPONSIBILITIES

- a. LEA shall comply fully with all Title XIX Federal, State, and LACOE Program requirements.
- b. LEA shall adhere to all timelines as outlined in the Program Calendar and established by LACOE and by the Department for completion of documentation and submission of invoices (e.g., participant universe, reports, maintenance of an LEA audit binder, financial data, invoice submission, etc.).
- c. For invoice preparation, LEA shall designate a fiscal contact to LACOE to assist with the compilation of the quarterly SMAA invoices.
- d. LEA shall ensure that invoice claims conform to the Department requirements at the time that such claims are submitted. LACOE reserves the right not to certify invoices that do not comply with LACOE, state and federal SMAA requirements.

- e. LEA shall designate a SMAA Program Coordinator. The SMAA Coordinator shall oversee the time survey process at the LEA level, review time survey responses to ensure the compliance requirements outlined in the Department-approved SMAA State-wide plan; compile LEA s Time Survey Universe pools, maintain duty statements; and review and certify the claiming function grid and invoice accuracy upon submission. The LEA must ensure compliance with all SMAA Coordinator requirements outlined in the state-wide plan.
- f. LEA shall maintain the operational plan and the audit file with supporting documentation for a period not less than five (5) years after payment is received.
- g. In the event a LEA reimbursement is disallowed after disbursement: (1) LACOE shall recoup from LEA, within six (6) months from the audit disallowance and through offsets, by direct billing and issuance of a warrant, or Journal Voucher transfer, amounts equal to the amount of the disallowance plus interest in that fiscal year. Should LACOE take action to collect disallowed costs not paid by the LEA, the LEA shall reimburse LACOE for all costs associated with such action, including, but not limited to attorney's fees; (2) LACOE shall hold in abeyance, with no payment made, subsequent claims submitted to the Department on behalf of the LEA, until the federal disallowance issue is resolved; (3) LEA shall develop a revised invoice for LACOE review and submittal to the Department. LACOE will submit the revised invoice and check to the Department.
- h. All SMAA correspondence and notices between LACOE and the LEA will be by email to the SMAA Coordinator, Fiscal Designee, and/or a designee of the LEA.
- i. For the purposes of SMAA invoicing, the basis of cost reporting will be the actual costs <u>paid during</u> the period of service by the LEA, in compliance with federal guidelines.
- j. LEA must submit all invoices for any quarter in which they participate in RMTS, regardless of date of any voluntary disenrollment from the SMAA program.

#### 4. REIMBURSEMENT TO CLOSED CHARTER SCHOOLS

- a. In the event that LEA is a charter school and has ceased operations prior to disbursement of a reimbursement payment, LACOE shall issue reimbursement payments only to the non-profit entity designated by the charter school in the school's closure proceeding. The designated non-profit shall be required to enter into an MOU with LACOE prior to receiving any such payment, and shall agree to repay any portion of the reimbursement that is disallowed after disbursement.
- b. No payment shall be made to a designated non-profit entity under section 4(a) until the charter school has satisfied all outstanding debts and financial obligations, as evidenced by written certification from the charter school's Authorizer. The certification may be provided on the Authorizer's letterhead in the form of Appendix D, or a reasonably equivalent document, within five years from the LACOE's receipt of the final reimbursement from DHCS. In the event that the charter school or the non-profit entity designated by a closed charter school is unable to obtain such certification within five years from LACOE's receipt of the final reimbursement from DHCS, then the funds shall be held in the reserve account of LACOE's SMAA Unit and may be used by LACOE for any permissible purpose.

c. In the event that the non-profit entity designated by a closed charter school has dissolved prior to disbursement of a reimbursement payment, or the non-profit entity is unwilling to enter into an MOU with LACOE to receive the reimbursement payment, LACOE shall hold the funds for a minimum of five years from LACOE's receipt of the final reimbursement from DHCS to safeguard against any potential disallowance. After this five-year period, the funds shall be held in the reserve account of LACOE's SMAA Unit and may be used by LACOE for any permissible purpose.

#### 5. TERM

- 5.1 <u>Initial Term.</u> This Contract shall begin on July 1, 2025 and continue in full force and effect through June 30, 2028 (expiration date) ("Initial Term") unless early termination occurs in accordance with the terms of this Contract or this Contract is extended by written amendment.
- 5.2 <u>1st Option Term.</u> LACOE, at its sole discretion, may elect to extend the term of this Contract for the period July 1, 2028 through June 30, 2029, (1st Option Term") by giving written notice to the LEA prior to the expiration of the Initial Term.
- 5.3 <u>2nd Option Term.</u> LACOE, at its sole discretion, may elect to extend the term of this Contract for the period July 1, 2029 through June 30, 2030, ("2nd Option Term") by giving written notice to the LEA prior to the expiration of the 1st Option Term.

#### 6. COMPENSATION

- a. LACOE shall collect the following administrative fees once LEA receives reimbursement for the corresponding periods of service
  - FY 2025/2026 Quarter 1, \$40.00 per participant per quarter
  - FY 2025/2026 Quarters 2, 3, & 4, \$60.00 per participant per quarter
  - FY 2026/2027 Quarter 1, \$40.00 per participant per quarter
  - FY 2026/2027 Quarters 2, 3, & 4, \$60.00 per participant per quarter
  - FY 2027/2028 Quarter 1, \$40.00 per participant per quarter
  - FY 2027/2028 Quarters 2, 3, & 4, \$60.00 per participant per quarter

The administrative fee will be computed and collected quarterly via electronic journal voucher transfer, or if reimbursement is via warrant, a net payment of the reimbursement less the fee will be issued.

- b. The administrative fee, including the Region 11 obligation to DHCS, will be reviewed and adjusted on a yearly basis so that the fees collected cover both the LACOE and Department obligations.
- c. The administrative fee is assessed per time study participant certified to participate before the beginning of each quarter by the LEA. The administrative fee shall be adjusted in the fourth quarter to collect only the balance of LACOE's SMAA administrative costs and Department obligations for the related school fiscal year.
- d. The administrative fee shall be no more than the applicable reduce rate per participant per quarter for each quarter where the LEA certifies 50 participants or less or only use the RMTS.

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#### 7. INDEMNIFICATION RESPONSIBILITIES

The LEA agrees to defend, indemnify, save, and hold harmless LACOE from and against any and all demands, debts, liens, claims, losses, damages, liabilities, cots, expenses (including, but not by way of limitation, attorney fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, action, or causes of actions whatsoever, for or in conjunction to: (1) bodily injury or property damage (including, but not limited to, death) sustained or claimed to have been sustained by any persons, or corporation, or public or private entity (including LACOE) arising out of, or incidental to, or occurring as a result of any negligence of the LEA or the negligence of any subcontractor, agent, firm agency, organization, or business retained, engaged, selected, managed, or monitored by the LEA relating to services or operations performed in execution of the Contract; and (2) injury, damage, or loss sustained or claimed to have been sustained by any person or persons, or corporation, or public or private entity (including LACOE) arising out of, or incidental to, or occurring as a result of, any error, omission, or failure to perform, of the LEA, or any error, omission, or failure to perform, of any subcontractor, agent, firm, agency organization, or business retained, engaged, selected, managed, or monitored by the LEA relating to the performance or nonperformance of services or operations pertaining to the Contract, or relating to the enforcement of the Contract. Without limiting the generality of the foregoing, the indemnification responsibilities of LEA apply to any claims filed by the Department against LACOE for failure to pay an invoice and/or any claims filed by the RMTS System vendor and/or Support Services System vendor against LACOE for LEA's failure to comply with Appendix A, B and C.

#### 8. INSURANCE

Both parties shall maintain such general liability, property damage, workers' compensation, and auto insurance as is required to protect LEA and LACOE as their interests may appear.

#### 9. INDEPENDENT CONTRACTOR

While performing its obligations under this Contract, the LEA is an independent contractor and not an officer, employee or agent of LACOE. The LEA shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of LACOE.

#### 10. <u>NON-DISCRIMINATION AND NON-SEGREGATION</u>

During the performance of this Contract, the LEA agrees to comply with all Federal, state, and local laws respecting non-discrimination in employment and non- segregation of facilities including, but not limited to requirements set out in 41CFR 60-1.4, 60-250.4 and 60-741.4, which equal opportunity clauses are hereby incorporated by reference.

#### 11. NOTIFICATION

Any notice, request, demand or other communication to be given pursuant to this Contract shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail, certified or registered, return receipt requested, postage prepaid, and addressed to the party for whom intended as follows:

LACOE: Procurement Services

Los Angeles County Office of Education 9300 Imperial Highway, ECW 157,

Downey, CA 90242-2890

Los Angeles County Office of Education

For LEA: El Camino Real Charter High

5440 Valley Circle Blvd. Woodland Hills, CA 91367

Attn: Gregory Wood

#### 12. MODIFICATIONS

This document contains the entire Contract between the parties and may be modified only in writing signed by both parties.

#### 13. COMPLIANCE WITH LAW

In the performance of this Contract, both parties shall observe and comply with all applicable local, county, state and federal laws, rules and regulations. Each and every provision of law and clause required by law to be inserted into this Contract shall be deemed to be inserted and this Contract shall read and be enforced as though it were included. If through mistake or otherwise any provision is not inserted, or is not correctly inserted, upon application of either party the Contract may be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements and enactments on the subject which are in effect as of the date of this Contract, and any later changes which do not materially and substantially alter the positions of the parties.

#### 14. CHOICE OF LAW OR VENUE

The rights and obligations of the parties and the interpretation and performance of this Contract shall be governed by the laws of California, excluding any laws which direct the application of the laws of another jurisdiction. The parties agree that the venue of any action relating to this Contract shall be Los Angeles County.

#### 15. <u>ASSIGNMENT</u>

Neither party shall assign this Contract without the written consent of the other.

#### 16. SEVERABILITY/WAIVER

- 16.1 If any provision of this Contract is determined to be illegal, unenforceable, or invalid, such act shall in no way affect the validity of any other provision in this Contract.
- 16.2 No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

#### 17. INTEGRATION

This Contract, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the parties rights, duties and obligations with respect to the transaction discussed in the Contract and supersedes all prior Contracts, understandings and commitments, whether oral or written.

#### 18. EMPLOYEE FINGERPRINTING

During the entire term of the Contract, the LEA, including all subcontractors, shall fully comply with the provisions of the Education Code Section 45125.1.

#### 19. TOBACCO AND MARIJUANA-FREE WORKPLACE

When at LACOE-owned or LACOE leased buildings, both parties hereby agree to comply with the Los Angeles County Board of Education's Policy 3513.3 which states: The County Board recognizes the health hazards associated with smoking and the use of tobacco and/ or marijuana products including the breathing of second-hand smoke, and desires to provide a healthy environment for students and staff. The County Board prohibits the use of tobacco and/or marijuana products at any time in LACOE-owned or leased buildings, on LACOE property and in LACOE vehicles.

#### 20. ALCOHOL AND DRUG-FREE SCHOOLS AND FACILITIES

The LEA hereby certifies under penalty of perjury under the laws of the State of California that LEA will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. seq.), and the Los Angeles County Board of Education's Alcohol and Drug-Free Workplace Policy 4020.

#### 21. LACOE BUDGET/GRANT FUNDS CONTINGENCY

If any portion(s) of LACOE's financial budget affecting the contractual time period of this agreement does not appropriate sufficient funds for these contracted services and/or related programs, or if grant funds related to these contracted services and/or related programs are not available for any reason whatsoever, this agreement shall be of no further force and effect. In this event, LACOE shall have no liability to pay any funds to LEA under this agreement, and the LEA shall not be obligated to perform any provisions of this agreement.

In such instances, particularly when partial funding remains available, LACOE shall have the option to either terminate this agreement with no liability occurring to LACOE, or LACOE may offer an amendment to this agreement to reflect the reduced availability of funds.

#### 22. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

# 23. <u>CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY (Federal Executive Order 12549)</u>

By executing this contractual instrument, LEA certifies to the best of its knowledge and belief that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;

- Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (Federal, State, or Local) or contract under a public transaction; or violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State, or Local), with commission of any of the offenses enumerated in Section 22.2 above, of this certification; and,
- Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transactions (Federal, State, or Local) terminated for cause of default.

#### 24. TERMINATION

Either party may terminate this Contract by delivering written notice of termination to the other party at least 30 days prior to the effective date of termination.

#### 25. DISPUTE RESOLUTION

In the event of a claim, controversy or dispute, the parties agree to use the procedure as stated herein. The party who claims there is a dispute shall first identify the issue in writing with specificity and with supporting facts. The other party shall provide a written response to the identification of the issue within 20 business days. Both parties will attempt to settle such dispute by meeting and conferring in a good faith attempt to resolve the dispute within 15 business days of the date of the written response. The complaining party shall provide the respondent with a written issue statement detailing the claim, controversy or dispute. If the matter is not resolved within a period of within 60 days from the date of the aforementioned meeting, the parties shall proceed to mediation with an agreed upon mediator. If the Parties cannot reach a resolution within a period of 60 days from the date of mediation, then either Party may, upon notice to the other Party, request that the unresolved dispute be settled by binding arbitration conducted in Los Angeles, California by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules (the AAA Rules). Notwithstanding any contrary provision within the AAA Rules, the arbitrator must determine the rights and obligations of the parties according to the substantive laws of the state of California. The Parties will mutually select an arbitrator. If the Parties are unable to agree on an arbitrator, the arbitrator will be selected according to AAA Rules. Each Party will bear its own expenses and will share equally the fees of the arbitrator. The arbitrator will have the discretion to award the prevailing Party all or part of its attorneys' fees and costs when supported by law. The arbitrator will not have the power to add to, subtract from or modify any of the terms or conditions of this Agreement. The arbitrator rendering judgment upon disputes between the parties will deliver a written opinion within 15 business days following conclusion of the hearing, setting forth findings of fact, conclusions of law and the rationale for the decision. Any award, which may include legal and equitable relief, will be final and binding and judgment may be enforced by any court of competent jurisdiction.

#### 26. SUBCONTRACT UNDER THE TERMS OF A PRIME CONTRACT

This contract is a subcontract under the terms of the LACOE Program Participation Agreement dated July 1, 2020 with the Department (Appendix A-Prime Contract and all related documents). All representations and warranties shall inure to the benefit of the Department. LEA hereby certifies it has read, reviewed, understood and will comply with the Prime Contract.

Los Angeles County Office of Education

#### 27. PROGRAM NAME AND NUMBER FOR FEDERAL CLAIMING

Title 31- Money and Finance, Subtitle V- General Assistance Administration, Chapter 75-Requirements for Single Audits, section 7502 requires each pass- through entity to provide the subrecipient program names and any identifying numbers form which such assistance is derived. The Catalog of Federal Domestic Assistance (CFDA) number for this federal program is 93.778, Medical Assistance Program (Medi-Cal).

#### 28. EXECUTION REQUIREMENTS

Proper signatures required for execution of this instrument may be by original signature; photocopy; fax/facsimile copy; valid, encrypted, electronic transmission/signature; and/or other commonly accepted, widely used, commercially acceptable signature methods. This instrument may be executed in counterparts by each party on a separate copy thereof with the same force and effect as though all parties had executed a single original copy.

#### 29. EDUCATION CODE

In accordance with Education Code Section 17604, this contract is not valid or an enforceable obligation against LACOE until approved or ratified by the Superintendent or designee.

#### 30. SIGNATURE AUTHORITY

Each person signing this Contract represents that he or she has been authorized and empowered to enter into this Contract by the party on whose behalf the signature is made.

LOS ANGELES COUNTY OFFICE OF EDUCATION	EL CAMINO REAL CHARTER HIGH SCHOOL
By Karen Kimmel Chief Financial Officer	By
	Typed or Printed Name
Date	Title
	Indicate DUNS Number:
PSC:	Indicate Federal Tax I.D. Number
AC:	27-4855978
C:	

Los Angeles County Office of Education



## State of California—Health and Human Services Agency **Department of Health Care Services**



## School Based Medi-Cal Administrative Activities (SMAA) **Program Participation Agreement JULY 1, 2020**

LEC/LGA Name: Los Angeles County Office of Education

#### ARTICLE I - STATEMENT OF INTENT

The purpose of this Participation Agreement (PA) between the Department of Health Care Services (DHCS) and Los Angeles County Office of Educational Consortia (LEC) or Local Government Agency (LGA) to participate in the School-Based Medi-Cal Administrative Activities (SMAA) reimbursement program under California's Medicaid Medi-Cal program.

#### ARTICLE II --- AUTHORITY

This PA is authorized pursuant to Title 2 Code of Federal Regulations, part 200 et. seq.; Title 42 Code of Federal Regulations, Chapter 4 Part 433; Welfare and Institutions Code, Chapter 7 (commencing with Section 14131); the SMAA Manual; and any other applicable federal, state laws or regulations.

#### ARTICLE III - TERM AND TERMINATION OF THE AGREEMENT

- 1. This PA will be considered in effect, on July 1, 2020 (date).
- 2. This PA will remain in effect until terminated by either party pursuant to this article subject to the requirements and conditions set forth in this PA.
- 3. Termination Without Cause:

Either party may terminate this PA without cause, and terminate the participation of the LEC/LGA in the SMAA Program by issuing at least a 30-day prior written notification to the other party of the intent to terminate the PA.

Termination With Cause:

DHCS may terminate this PA for cause effective immediately, if the LEC/LGAs fail to comply with any of the terms of this PA. Furthermore, DHCS may terminate this PA for cause if DHCS determines that the LEC/LGA does not meet the requirements for participation in the SMAA Program, the LEC/LGA has not submitted a valid reimbursement claim to the Medi-Cal Program, or that the LEC/LGA is unable to certify that the claims are eligible for federal funds.

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DHCS 07/01/2018

#### LEC/LGA School Based Medi-Cal Admin Activities Participation Agreement

LEC/LGA Name:

# Los Angeles County Office of Education

Finally, DHCS may terminate this PA in the event that DHCS determines that the LEC/LGA, or any employee or contractor working with the LEC/LGA has violated the laws, regulations or rules governing the SMAA Program. In cases where DHCS determines that the health and welfare of Medi-Cal beneficiaries or of the public is jeopardized by continuation of this PA, this PA shall be terminated effective the date that DHCS made this determination.

#### ARTICLE IV - PROJECT REPRESENTATIVES

Tony Teresi, Chief School-Based MAA Unit Telephone: (916) 345-7887

Fax: (916) 552-9109

E-Mail: Tony.Teresi@dhcs.ca.gov

Direct all inquiries and notices to:

School-Based Claiming Services Section Francisco Yanes, SMAA Analyst 1501 Capitol Ave., MS 4603 P.O. Box 997436 Sacramento, CA 95899-7436

Telephone: (916) 345-7886

Fax: (916) 552-9109

E-Mail: Francisco.Yanes@dhcs.ca.gov

Or

County Title, Region #	LEC Coordinator, Region 11
Attn: First Last, Title	Phillip A. Downing, Business Advisory Services Coordinator
Title 2	
Address	
Address 2	
Telephone: (xxx) xxx-xxxx	
Fax: (xxx) xxx-xxxx	
E-Mail: xxx@xxx.xxx	downing phillip@lacoe.edu

#### ARTICLE V - LEC/LGA RESPONSIBILITIES

 The LEC/LGA shall comply with all provisions of the SMAA Manual, Welfare and Institutions Code, Chapter 7 (commencing with Section 14000) and Chapter 8 (commencing with Section

[Page 2 of 6]

DHCS 07/01/2018

LEC/LGA Name

# Los Angeles County Office of Education

- 14200); California Code of Regulations, title 22, Division 3 (commencing with Section 50000); and the Medi-Cal Provider Manual, as applicable
- The LEC/LGA shall submit a Data Use Agreement (DUA) by November 30th at scheduled three-year intervals, as set forth in the SMAA Manual under "SMAA Time Survey." A DUA is required for providers and non-providers who intend to utilize the Medi-Cal data match to check Medi-Cal student eligibility.

#### ARTICLE VI - DHCS RESPONSIBILITIES

 DHCS will remit payment to the LEC/LGA for eligible activities performed in accordance with the SMAA Program and billed in accordance with applicable claim submission requirements. In addition, DHCS will provide Random Moment Time Study (RMTS) coder training and invoice training to LEC/LGA SMAA Coordinators.

#### ARTICLE VII - FISCAL PROVISIONS

- 1 The LEC/LGA will be reimbursed for actual expenditures incurred in accordance with the allowable costs specified herein pursuant to the certified public expenditure provisions of Chapters 4, the Random Moment Time Survey provisions of Chapter 6, and the completion and submission of the SMAA Invoice provisions of Chapter 10 of the approved SMAA Manual.
- Invoices shall include the agreement number and shall be submitted not more frequently than quarterly in arrears to:

Regular Mail	Overnight Mail
Tony Teresi	Tony Teresi
Department of Health Care Services	Department of Health Care Services
Local Governmental Financing Division	Local Governmental Financing Division
School-Based Claiming Services Section MS 4603	School-Based Claiming Services Section MS 4603
PO Box 997436	1501 Capitol Avenue
Sacramento, CA 95899-7436	Sacramento, CA 95814-5005

#### ARTICLE VIII - BUDGET CONTIGENCY CLAUSE

1. It is mutually agreed that if the State Budget Act of the current State Fiscal Year (SFY) and any subsequent SFYs covered under this PA does not provide sufficient funds for the SMAA Program, this PA shall be of no further force and effect. In this event, the state shall have no liability to pay any funds whatsoever to the LEC/LGA or to furnish any other considerations under the PA and the LEC/LGA shall not be obligated to perform any provisions of this PA.

[Page 3 of 6]

LEC/LGA Name

# Los Angeles County Office of Education

 If funding for any SFY is reduced or deleted by the State Budget Act for purposes of the SMAA Program, the state shall have the option to either cancel this PA, with no liability occurring to the state, or offer an agreement amendment to the LEC/LGA to reflect the reduced amount.

#### ARTICLE IX - LIMITATION OF STATE LIABILITY

- 1. In the event of a federal audit disallowance, the LEC/LGA shall cooperate with DHCS in replying to and complying with any federal audit exception related to the SMAA Program. The LEC/LGA shall assume sole financial responsibility for any and all federal audit disallowances related to the rendering of services under this PA. The LEC/LGA shall assume sole financial responsibility for any and all penalties and interest charged as a result of a federal audit disallowance related to the rendering of services under this PA. The amount of the federal audit disallowance, plus interest and penalties shall be payable on demand from DHCS.
- If the LEC/LGA fails to remit payment for a federal audit disallowance, and for any interest or penalties due for an audit disallowance, following a demand for such payment from DHCS, DHCS may, at its option terminate this PA, withhold future payments to the LEC/LGA for services rendered, or recoup payments made to the LEC/LGA for services rendered under the SMAA Program.

#### ARTICLE X - AMENDMENT

- This PA and any exhibits attached hereto shall constitute the entire agreement among the
  parties regarding the SMAA Program and supersedes any prior or contemporaneous
  understanding or agreement with respect to the SMAA Program and may be amended only by
  a written amendment to this PA.
- Changes to the project representatives may be made via written communication including email by either party and shall not constitute a formal amendment to the PA.

#### ARTICLE XI - GENERAL PROVISIONS

- 1. None of the provisions of this PA are or shall be construed as for the benefit of, or enforceable by, any person not a party to this PA.
- The interpretation and performance of this PA shall be governed by the State of California. Venue shall lie only in counties in which the California Attorney General maintains an office.

#### ARTICLE XII - INDEMNIFICATION

 It is agreed that the LEC/LGA shall defend, hold harmless, and indemnify DHCS, their officers, employees, and agents from any and all claims liability, loss or expense (including reasonable)

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LEC/LGA Name

# Los Angeles County Office of Education

attorney fees) for injuries or damage to any person or property which arise out of the terms and conditions of this PA and the negligent and intentional acts or omissions of the LEC/LGA, its officers, employees, or agents.

#### ARTICLE XIII - AVOIDANCE OF CONFLICTS OF INTEREST

The LEC/LGA is subject to compliance with the Medi-Cal Conflict of Interest Law, as applicable
and set forth in Welfare and Institutions Code section 14022, and Article 1.1 (commencing with
Welfare and Institutions Code section 14030), and implemented pursuant to California Code of
Regulations, title 22, section 51466.

[Page 5 of 6]

LEC/LGA Name:

# Los Angeles County Office of Education

The signatories to this PA warrant that they have full and binding authority to the commitments contained herein on behalf of their respective entities.

Patricia Smith	
Name of Authorized Representative (Person legally authorized to bind contracts for the LEC/LGA: Superintendent)	
Chief Financial Officer	
Title of Authorized Representative	
Janua Smith	
Signature of Authorized Representative	
Mar 4, 2020	
Mai 4, 2020	
Date	CARE SERVICES
STATE OF CALIFORNIA – DEPARTMENT OF HEALTH O	
STATE OF CALIFORNIA – DEPARTMENT OF HEALTH Consideration of the DHCS Authorized Representative	ative

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#### DEPARTMENT OF HEALTH CARE SERVICES

## AGREEMENT FOR DISCLOSURE AND USE OF MEDI-CAL DATA

In order to secure data and documents that reside in the California Department of Hea Services (DHCS) Medi-Cal systems of records, or with its agents, to ensure the integri- and confidentiality of such data and documents, and to permit only appropriate disclosi	ty, security,
as may be permitted by law, DHCS and Los Angeles County Office of Education enter into this Agreement as follows:	(Parties)
This Agreement is by and between DHCS and	

Los Angeles County Office of Education

- 2. This Agreement addresses the conditions under which DHCS will disclose and the User will obtain and use Medi-Cal data file(s) as set out in Attachment A. This Agreement supplements any agreements between the Parties with respect to the use of information from data and documents and overrides any contrary instructions, directions, agreements, or other understandings in or pertaining to any other prior communication from DHCS or any of its components with respect to the data specified in this Agreement. The terms of this Agreement may be changed only by a written modification to this Agreement or by the Parties entering into a new agreement. The Parties agree further that instructions or interpretations issued to the User concerning this Agreement, and the data and documents specified herein, shall not be valid unless issued in writing by the DHCS point-of-contact specified in Section 4 or the DHCS signatories to this Agreement specified in Section 24.
- 3. The Parties mutually agree that the following named individual is designated as "Custodian of the Files" on behalf of the User and shall be responsible for the observance of all conditions of use and for establishment and maintenance of security arrangements as specified in this Agreement to prevent unauthorized acquisition, access, use or disclosure. The User agrees to notify DHCS within 15 business days of any change to the custodianship information.

Name of Custodian of Files	
Business Advisory Services Coordinator	
Title/Component	
Los Angeles County Office of Education	
Company/Organization	
9300 Imperial Highway	
Company Address	
Downey, CA 90242-2890	
City/State/Zip	
562-922-6144 / downing_phillip@lacoe.edu	
Phone Number / Email Address	



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DUA No. 2019-LGFD-SMAA

(User).

4. The Parties mutually agree that the following named individual will be designated as "point-of-contact" for the Agreement on behalf of DHCS.

Department of Health Care Services

Att: [ANALYST NAME]

School-Based Medi-Cal Administrative Activities (SMAA) Program

[PHONE NUMBER] [EMAIL ADDRESS]

5. The Parties mutually agree that the following specified Attachments are part of this Agreement:

Attachment A: Data Match Record Layout

Attachment B: Security Controls
Attachment C: Notification of Breach

Attachment D: Certificate of Destruction of Confidential Data Attachment E: Notification of Change to Custodian Information

- 6. The Parties mutually agree, and in furnishing data files hereunder DHCS relies upon such agreement, that such data file(s) will be used solely for the following purpose: To allow the LECs/LGAs to verify the Medi-Cal eligibility of beneficiaries in order to establish the Medi-Cal Eligibility Ratio (MER). To submit claims for the School-Based Medi-Cal Administrative Activities (SMAA) program, Local Educational Agencies (LEAs) within each LEC's/LGA's respective region must first determine their MER. The data listed in Attachment A is the minimum amount needed for this purpose.
- 7. Some of the data specified in this Agreement may constitute Protected Health Information (PHI), including protected health information in electronic media (ePHI), under federal law, and personal information (PI) under state law. The Parties mutually agree that the creation, receipt, maintenance, transmittal and disclosure of data from DHCS containing PHI or PI shall be subject to the provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH Act) and their implementing privacy and security regulations, which include the final Omnibus Rule, at 45 Code of Federal Regulations parts 160 and 164 (HIPAA regulations), the provisions of the California Information Practices Act (IPA) at Civil Code section 1798 et. seq., Confidentiality of Substance Use Disorder Patient Records at 42 Code of Federal Regulations part 2, and the provisions of other applicable federal and state laws. User specifically agrees they will not use the Attachment A data for any purpose other than that stated in paragraph 6 of this Agreement. User also specifically agrees they will not use any DHCS data, by itself or in combination with any other data from any source, whether or not publicly available, to individually identify any person to anyone other than at DHCS, as provided in this Agreement.
- 8. The following definitions shall apply to this Agreement. The terms used in this Agreement not otherwise defined shall have the same meanings as those terms have in the HIPAA regulations, the IPA, or other applicable law. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.



- Breach shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, and the IPA.
- b. Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer or health care clearinghouse, and relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, as set forth under 45 Code of Federal Regulations part 160:103.
- Personal Information (PI) shall have the meaning given to such term in Civil Code sections 1798.3 and 1798.29.
- d. Protected Health Information (PHI) means individually identifiable health information that is transmitted by electronic media, maintained in electronic media (45 CFR §160.103), or is transmitted or maintained in any other form or medium (Management Memo (MM) 08-11 and State Administrative Memo (SAM) 5365.2; Also see SAM 5305.8.)
  - e. Required by law, as set forth under 45 Code of Federal Regulations part 164.103, means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
  - f. Security Incident means the attempted or successful unauthorized acquisition, access, use, disclosure, modification, or destruction of PHI or PI, or confidential data that is essential to the ongoing operation of the User's organization and intended for internal use; or interference with system operations in an information system.
  - g. Unsecured PHI shall have the meaning given to such term under the HITECH Act, any guidance issued pursuant to such Act including, but not limited to, 42 USC section 17932(h) and the HIPAA regulations.
- 9. The User represents and warrants that the User shall not disclose, release, reveal, show, sell, rent, lease, loan, or otherwise grant access to the data covered by this Agreement to any person, company or organization, except as DHCS shall authorize in writing. The User agrees that, within the User's organizations, access to the data covered by this Agreement shall be limited to the minimum number of individuals necessary to achieve the purpose stated in this Agreement or Attachment A and to those individuals on a need-to-know basis only. User shall not use or further disclose the information other than is permitted by this Agreement or as otherwise required by law. The User shall not use the information to identify or contact any individuals.



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- 10. The User agrees to notify DHCS within 30 business days of the completion of the purpose specified in Section 6. Upon such completion, the User shall destroy all electronic data files with DHCS data by wiping such data using Department of Defense standards or as approved by DHCS. The User shall destroy all paper documents with DHCS data by using a confidential method of destruction, such as crosscut shredding or contracting with a company that specializes in confidential destruction of documents. The User shall certify the destruction of the file(s) in writing within 30 business days of the destruction. A statement certifying this action must be sent to the DHCS point-of-contact listed in Section 4. The User agrees that no data from DHCS records, any parts or copies thereof, including files derived from DHCS records (electronic, hardcopy or otherwise), shall be retained when the files are destroyed unless authorization in writing for the retention of such files has been received from the DHCS person designated in Section 4.
- 11. The User agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or access to it. The safeguards shall provide a level and scope of security that is not less than the level and scope of security established in HIPAA, the HITECH Act, and the HIPPA Regulations, Final Omnibus Rule as set forth in 45 CFR, parts 160, 162 and 164 of the HIPAA Privacy and Security Regulations. The User also agrees to provide a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies. In addition, the User agrees to comply with the specific security controls enumerated in Attachment B of this DUA. The User also agrees to ensure that any agents, including a subcontractor to whom they provide DHCS data, agrees to the same requirements for privacy and security safeguards for confidential data that apply to the User.
- 12. The User acknowledges that in addition to the requirements of this Agreement, they must also abide by the privacy and disclosure laws and regulations under 45 Code of Federal Regulations parts 160 and 164, of the HIPAA regulations, Welfare & Institutions Code section 14100.2, Civil Code section 1798.3 et. seq., the Confidentiality of Substance Use Disorder Patient Records at 42 Code of Federal Regulations part 2, as well as any other applicable state or federal laws or regulations. 42 Code of Federal Regulations part 2.53 allows for the disclosure of such records to qualified personnel for the purpose of conducting management or financial audits, or program evaluation. The User also agrees to ensure that any agents, including a subcontractor, to whom they provide the DHCS data, agree to the same restrictions and conditions that apply to the User with respect to such information.
- 13. The User agrees to report to DHCS immediately upon discovery any acquisition, access, use or disclosure of the information not provided for by this Agreement of which it becomes aware, and to take further action regarding the use or disclosure as specified in Attachment C-Notification of Breach of this Agreement.
- 14. User agrees to train and use reasonable measures to ensure compliance with the requirements of this Agreement by employees who assist in the performance of functions or activities under this Agreement and use or disclose DHCS data, and to discipline employees who intentionally

	3	
User	Initial <sup>PS</sup>	

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violate any provisions of this Agreement, including by termination of employment. In complying with the provisions of this section, User shall observe the following requirements.

- user shall provide information privacy and security training, at least annually, at its own expense, to all its employees who assist in the performance of functions or activities under this Agreement and use or disclose DHCS data; and
- b) User shall require each employee who receives information privacy and security training to sign a certification, indicating the employee's name and the date on which the training was completed.
- 15. From time to time, DHCS may, upon prior written notice and at mutually convenient times, inspect the facilities, systems, books and records of User to monitor compliance with this Agreement. User shall promptly remedy any violation of any provision of this Agreement and shall certify the same to the DHCS Privacy Officer in writing. The fact that DHCS inspects, or fails to inspect, or has the right to inspect, User's facilities, systems and procedures, does not relieve User of their responsibility to comply with this Agreement.
- 16. The User acknowledges that penalties under 45 Code of Federal Regulations, parts 160, 162 and 164 of the HIPAA regulations, and Welfare and Institutions Code section 14100.2, including possible fines and imprisonment, may apply with respect to any disclosure of information in the file(s) that is inconsistent with the terms of this Agreement. The User further acknowledges that criminal penalties under the Confidentiality of Medical Information Act (Civ. Code § 56) may apply if it is determined that the User, or any individual employed or affiliated therewith, knowingly and willfully obtained any data under false pretenses.
- 17. By signing this Agreement, the User agrees to abide by all provisions set out in this Agreement and Attachments for protection of the data file(s) specified in this Agreement, and acknowledges having received notice of potential criminal, administrative, or civil penalties for violation of the terms of the Agreement. Further, the User agrees that any material violations of the terms of this Agreement or any of the laws and regulations governing the use of DHCS data may result in denial of access to DHCS data.
- 18. This Agreement shall terminate at the time of the completion of the project, which is described in paragraph 6, or three years from the date the agreement is executed, whichever event occurs later, and at that time all data provided by DHCS must be destroyed as set forth in Section 10, above, and a certificate of destruction sent to the DHCS representative named in Section 4, unless data has been destroyed prior to the termination date and a certificate of destruction sent to DHCS. All representations, warranties and certifications shall survive termination.
- 19. <u>Termination for Cause</u>. Upon DHCS' knowledge of a material breach or violation of this Agreement by User, DHCS may provide an opportunity for User to cure the breach or end the violation and may terminate this Agreement if User does not cure the breaches or end the violation within the time specified by DHCS. DHCS may terminate this Agreement immediately if User breach a material term and DHCS determines, in its sole discretion, that cure is not possible or available under the circumstances. Upon termination of this Agreement, User must



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destroy all PHI and PI in accordance with Section 10, above. The provisions of this Agreement governing the privacy and security of the PHI and PI shall remain in effect until all PHI and PI is destroyed or returned to DHCS.

- This Agreement may be signed in counterpart and all parts taken together shall constitute one agreement.
- 21. This Agreement shall be binding on any successors to the Parties.
- 22. The Custodian, as named in Section 3, hereby acknowledges his or her appointment as Custodian of the aforesaid file(s) on behalf of the User, and agrees in a representative capacity to comply with all of the provisions of this Agreement on behalf of the User.

to comply with all of the provisions of this Agreement on behalf of	the Oser.
Phillip A. Downing	
Name of Custodian of File(s)	
Business Advisory Services Coordinator	
Title/Component Phillip A. Downing Phillip A. Downing Phillip A. Downing	
Signature Apr 15, 2020	
Date	

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User Initial: \_\_\_\_\_

Patricia Smith		
Traine	*	
Title/Component		
Company/Organization		
1932314010		
NPI Number		
9300 Imperial Highwa	ay	
Company Address		
Downey, CA 90242-2	2890	
City/State/ZIP		
(562) 922-6124 / smi	th_pat@lacoe.ed	u
Phone Number / Email Address		
Jatricia Smith		
Signature	*	
Mar 4, 2020		
Mai 4, 2020		
Date On behalf of DHCS the undersign	gned individual hereby at	tests that he or she is authorized to
Date On behalf of DHCS the undersigenter into this Agreement and a	gned individual hereby at grees to all of the terms s	itests that he or she is authorized to specified herein.
Date On behalf of DHCS the undersigenter into this Agreement and a	gned individual hereby at grees to all of the terms s	tests that he or she is authorized to specified herein.
Date On behalf of DHCS the undersigenter into this Agreement and a Name of DHCS Representative	gned individual hereby at grees to all of the terms s	tests that he or she is authorized to specified herein.
Date On behalf of DHCS the undersigenter into this Agreement and a Name of DHCS Representative Fitle/Component	gned individual hereby at grees to all of the terms s	tests that he or she is authorized to specified herein.
Date On behalf of DHCS the undersigenter into this Agreement and a Name of DHCS Representative  Fitle/Component  Signature	gned individual hereby at grees to all of the terms s	tests that he or she is authorized to specified herein.
Date On behalf of DHCS the undersigenter into this Agreement and a same of DHCS Representative Fitle/Component	gned individual hereby at grees to all of the terms s	tests that he or she is authorized to specified herein.
Date On behalf of DHCS the undersigenter into this Agreement and a same of DHCS Representative Fitle/Component	gned individual hereby at grees to all of the terms s	tests that he or she is authorized to specified herein.
Date	gned individual hereby at grees to all of the terms s	tests that he or she is authorized to specified herein.

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Department of Health Care Services



# MEDI-CAL PROVIDER AGREEMENT (To Accompany Applications for Enrollment or Continued Enrollment)\*

Do not use staples on this form or any attachments.

Type or print clearly in ink. If you must make corrections, please line through, date, and initial in ink.

Do not leave any questions, lines, etc. blank. Enter N/A if not applicable to you.

For	State	Use	Only
1 01	Otate	030	Oilly

Date:	
and the second	

Legal name of applicant or provider (hereinafter jointly referred to as "Provider")  Los Angeles County Office of Education	Business name (if different than legal name)		legal name)
Provider number (NPI) 1932314010		Business Tele (562) 803-8	phone Number 441
Business address (number, street) 9300 Imperial Highway	City Downey	State CA	ZIP code (9-digit) 90242-2890
Mailing address (number, street, P.O. Box number) 9300 Imperial Highway	City	State	ZIP code (9-digit)
Pay-to address (number, street, P.O. Box number) 9300 Imperial Highway	City	State	ZIP code (9-digit)
Previous business address (number, street)	City	State	ZIP code (9-digit)

Taxpayer Identification Number (TIN)\*\*

94-6000942

EXECUTION OF THIS PROVIDER AGREEMENT BETWEEN AN APPLICANT OR PROVIDER (HEREINAFTER JOINTLY REFERRED TO AS "PROVIDER") AND THE DEPARTMENT OF HEALTH CARE SERVICES (HEREINAFTER "DHCS"), IS MANDATORY FOR PARTICIPATION OR CONTINUED PARTICIPATION AS A PROVIDER IN THE MEDI-CAL PROGRAM PURSUANT TO 42 UNITED STATES CODE, SECTION 1396a(a)(27), TITLE 42, CODE OF FEDERAL REGULATIONS, SECTION 431.107, WELFARE AND INSTITUTIONS CODE, SECTION 14043.2, AND TITLE 22, CALIFORNIA CODE OF REGULATIONS, SECTION 51000.30(a)(2).

AS A CONDITION FOR PARTICIPATION OR CONTINUED PARTICIPATION AS A PROVIDER IN THE MEDI-CAL PROGRAM, PROVIDER AGREES TO COMPLY WITH ALL OF THE FOLLOWING TERMS AND CONDITIONS, AND WITH ALL OF THE TERMS AND CONDITIONS INCLUDED ON ANY ATTACHMENT(S) HERETO, WHICH IS/ARE INCORPORATED HEREIN BY REFERENCE:

DHCS 6208 (Rev. 2/17)

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<sup>\*</sup> Every applicant and provider must execute this Provider Agreement, except physicians, who must execute the "Medi-Cal Physician Application/Agreement," DHCS 6210.

<sup>\*\*</sup> The taxpayer identification number may be a Taxpayer Identification Number (TIN) or a social security number for sole proprietors.

Department of Health Care Services

- 1. Term and Termination. This Agreement will be effective from the date applicant is enrolled as a provider by DHCS, or, from the date provider is approved for continued enrollment. Provider may terminate this Agreement by providing DHCS with written notice of intent to terminate, which termination shall result in Provider's immediate disenrollment and exclusion (without formal hearing under the Administrative Procedures Act) from further participation in the Medi-Cal program unless and until such time as Provider is re-enrolled by DHCS in the Medi-Cal program. DHCS may immediately terminate this Agreement for cause if Provider is suspended/excluded for any of the reasons set forth in Paragraph 26(a) below, which termination will result in Provider's immediate disenrollment and exclusion (without formal hearing under the Administrative Procedures Act) from further participation in the Medi-Cal program. During any period in which the provider is on provisional provider status or preferred provisional provider status, DHCS may terminate this agreement for any of the grounds stated in Welfare and Institutions Code Section 14043.27(c).
- 2. Compliance With Laws and Regulations. Provider agrees to comply with all applicable provisions of Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000 and 14200), and any applicable rules or regulations promulgated by DHCS pursuant to these Chapters. Provider further agrees that if it violates any of the provisions of Chapters 7 and 8 of the Welfare and Institutions Code, or any other regulations promulgated by DHCS pursuant to these Chapters, it may be subject to all sanctions or other remedies available to DHCS. Provider further agrees to comply with all federal laws and regulations governing and regulating Medicaid providers.
- 3. National Provider Identifier (NPI). Provider agrees not to submit any claims to DHCS using an NPI unless that NPI is appropriately registered with the Centers for Medicare and Medicaid Services (CMS) and is in compliance with all NPI requirements established by CMS as of the date the claim is submitted. Provider agrees that submission of an NPI to DHCS as part of an application to use that NPI to obtain payment constitutes an implied representation that the NPI submitted is appropriately registered and in compliance with all CMS requirements at the time of submission. Provider also agrees that any subsequent defect in registration or compliance of the NPI constitutes an "addition or change in the information previously submitted" which must be reported to DHCS under the requirements of California Code of Regulations, title 22, section 51000.40.
- Forbidden Conduct. Provider agrees that it shall not engage in conduct inimical to the public health, morals, welfare and safety of any Medi-Cal beneficiary, or the fiscal integrity of the Medi-Cal program.
- 5. Nondiscrimination. Provider agrees that it shall not exclude or deny aid, care, service or other benefits available under Medi-Cal or in any other way discriminate against a person because of that person's race, color, ancestry, marital status, national origin, gender, age, economic status, physical or mental disability, political or religious affiliation or beliefs in accordance with California and federal laws. Provider further agrees that it shall provide aid, care, service, or other benefits available under Medi-Cal to Medi-Cal beneficiaries in the same manner, by the same methods, and at the same scope, level, and quality as provided to the general public.
- 6. Scope of Health and Medical Care. Provider agrees that the health care services it provides may include diagnostic, preventive, corrective, and curative services, goods, supplies, and merchandise essential thereto, provided by qualified personnel for conditions that cause suffering, endanger life, result in illness or infirmity, interfere with capacity for normal activity, including employment, or for conditions which may develop into some significant handicap or disability. Provider further agrees such health care services may be subject to prior authorization to determine medical necessity.
- 7. Licensing. Provider agrees to possess at the time this Agreement becomes effective, and to maintain in good standing throughout the term of this Agreement, valid and unexpired license(s), certificate(s), or

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State of California Health and Human Services Agency

other approval(s) to provide health care services, which is appropriate to the services, goods, supplies, and merchandise being provided, if required by the state or locality in which Provider is located, or by the Federal Government. Provider further agrees that DHCS shall automatically suspend Provider as a provider in the Medi-Cal program pursuant to Welfare and Institutions Code, Section 14043.6, if Provider has license(s), certificate(s), or other approval(s) to provide health care services, which are revoked or suspended by a federal, California, or another state's licensing, certification, or approval authority, has otherwise lost that/those license(s), certificate(s), or approval(s) while a disciplinary hearing on that/those license(s), certificate(s), or approval(s) was pending. Such suspension shall be effective on the date that Provider's license, certificate, or approval was revoked, suspended, lost, or surrendered. Provider further agrees to notify DHCS within ten business days of learning that any restriction has been placed on, or of a suspension of Provider's license, certificate, or other approval to provide health care. Provider further agrees to provide DHCS complete information related to any restriction to, or revocation or loss of, Provider's license, certificate, or other approval to provide health care services.

- 8. Insurance. Provider agrees to possess at the time this Agreement becomes effective, and to maintain in good standing throughout the term of this Agreement, liability insurance for the business address and, if a licensed practitioner, professional liability (malpractice) insurance coverage from an authorized insurer pursuant to Section 700 of the Insurance Code.
- 9. Record Keeping and Retention. Provider agrees to make, keep and maintain in a systematic and orderly manner, and have readily retrievable, such records as are necessary to fully disclose the type and extent of all services, goods, supplies, and merchandise provided to Medi-Cal beneficiaries, including, but not limited to, the records described in Section 51476 of Title 22, California Code of Regulations, and the records described in Section 431.107 of Title 42 of the Code of Federal Regulations. Provider further agrees that such records shall be made at or near the time at which the services, goods, supplies, and merchandise are delivered or rendered, and that such records shall be retained by Provider in the form in which they are regularly kept for a period of three years from the date the goods, supplies, or merchandise were delivered or the services rendered.
- 10. DHCS, AG and Secretary Access to Records; Copies of Records. Provider agrees to make available, during regular business hours, all pertinent financial records, all records of the requisite insurance coverage, and all records concerning the provision of health care services to Medi-Cal beneficiaries to any duly authorized representative of DHCS, the California Attorney General's Medi-Cal Fraud Unit ("AG"), and the Secretary of the United States Centers for Medicare and Medicaid Services (Secretary). Provider further agrees to provide, if requested by any of the above, copies of the records and documentation, and that failure to comply with any request to examine or receive copies of such records shall be grounds for immediate suspension of Provider from participation in the Medi-Cal program. Provider will be reimbursed for reasonable copy costs as determined by DHCS, AG or Secretary.
- 11. Confidentiality of Beneficiary Information. Provider agrees that all medical records of beneficiaries made or acquired by Provider shall be confidential and shall not be released without the written consent of the beneficiary or his/her personal representative, or as otherwise authorized by law.
- 12. Disclosure of Information to DHCS. Provider agrees to disclose all information as required in Federal Medicaid laws and regulations and any other information required by DHCS, and to respond to all requests from DHCS for information. Provider further agrees that the failure of Provider to disclose the required information, or the disclosure of false information shall, prior to any hearing, result in the denial of the application for enrollment or shall be grounds for termination of enrollment status or suspension

Department of Health Care Services

from the Medi-Cal program, which shall include deactivation of all provider numbers used by Provider to obtain reimbursement from the Medi-Cal program. Provider further agrees that all bills or claims for payment to DHCS by Provider shall not be due and owing to Provider for any period(s) for which information was not reported or was reported falsely to DHCS. Provider further agrees to reimburse those Medi-Cal funds received during any period for which information was not reported, or reported falsely, to DHCS.

- 13. Information Regarding Subcontractors and Suppliers. Provider agrees to submit, within 35 days of the date on a request by the Secretary or the Medicaid agency, full and complete information about the ownership of any subcontractor with whom the provider has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and any significant business transactions between the provider and any wholly owned supplier, or between the provider and any subcontractor, during the 5-month period ending on the date of the request.
- 14. Background Check. Provider agrees that DHCS may conduct a background check on Provider for the purpose of verifying the accuracy of the information provided in the application and in order to prevent fraud or abuse. The background check may include, but not be limited to, the following: (1) on-site inspection prior to enrollment; (2) review of medical and business records; and, (3) data searches.
- 15. Unannounced Visits By DHCS, AG and Secretary. Provider agrees that DHCS, AG and/or Secretary may make unannounced visits to Provider, at any of Provider's business locations, before, during or after enrollment, for the purpose of determining whether enrollment, continued enrollment, or certification is warranted, to investigate and prosecute fraud against the Medi-Cal program, to investigate complaints of abuse and neglect of patients in health care facilities receiving payment under the Medi-Cal program, and/or as necessary for the administration of the Medi-Cal program and/or the fulfillment of the AG's powers and duties under Government Code Section 12528. Premises subject to inspection include billing agents, as defined in Welfare and Institutions Code Section 14040.1. Failure to permit inspection by DHCS, AG or Secretary or any agent, investigator or auditor thereof, shall be grounds for immediate suspension of provider from participation in the Medi-Cal program.
- 16. Provider Fraud and Abuse. Provider agrees that it shall not engage in or commit fraud or abuse. "Fraud" means an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself or herself or some other person. It includes any act that constitutes fraud under applicable federal or state law. "Abuse" means either: (1) practices that are inconsistent with sound fiscal or business practices and result in unnecessary cost to the Medicare program, the Medi-Cal program, another state's Medicaid program, or other health care programs operated, or financed in whole or in part, by the Federal Government or any state or local agency in this state or any other state; (2) practices that are inconsistent with sound medical practices and result in reimbursement by the Medi-Cal program or other health care programs operated, or financed in whole or in part, by the Federal Government or any state or local agency in this state or any other state, for services that are unnecessary or for substandard items or services that fail to meet professionally recognized standards for health care.
- 17. Investigations of Provider for Fraud or Abuse. Provider certifies that, at the time this Agreement was signed, it was not under investigation for fraud or abuse pursuant to Subpart A (commencing with Section 455.12) of Part 455 of Title 42 of the Code of Federal Regulations or under investigation for fraud or abuse by any other government entity. Provider further agrees to notify DHCS within ten business days of learning that it is under investigation for fraud or abuse. Provider further agrees that it shall be subject to temporary suspension pursuant to Welfare and Institutions Code, Section 14043.36(a), which shall include temporary deactivation of all provider numbers used by Provider to obtain reimbursement from

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- the Medi-Cal program, if it is discovered by DHCS that Provider is under investigation for fraud or abuse. Provider further agrees to cooperate with and assist DHCS and any state or federal agency charged with the duty of identifying, investigating, sanctioning, or prosecuting suspected fraud and abuse.
- 18. Provider Fraud or Abuse Convictions and/or Civil Fraud or Abuse Liability. Provider certifies that it and its owners, officers, directors, employees, and agents, has not: (1) been convicted of any felony or misdemeanor involving fraud or abuse in any government program, within the last ten years; or (2) been convicted of any felony or misdemeanor involving the abuse of any patient; or (3) been convicted of any felony or misdemeanor substantially related to the qualifications, functions, or duties of a provider; or (4) entered into a settlement in lieu of conviction for fraud or abuse, within the last ten years; or, (5) been found liable for fraud or abuse in any civil proceeding, within the last ten years. Provider further agrees that DHCS shall not enroll Provider if within the last ten years, Provider has been convicted of any felony or any misdemeanor involving fraud or abuse in any government program, has entered into a settlement in lieu of conviction for fraud or abuse, or has been found liable for fraud or abuse in any civil proceeding.
- 19. Changes to Provider Information. Provider agrees to keep its application for enrollment in the Medi-Cal program current by informing DHCS, Provider Enrollment Division, in writing on a form or forms to be specified by DHCS, within 35 days of any changes to the information contained in its application for enrollment, its disclosure statement, this Agreement, and/or any attachments to these documents.
- 20. Prohibition of Rebate, Refund, or Discount. Provider agrees that it shall not offer, give, furnish, or deliver any rebate, refund, commission preference, patronage dividend, discount, or any other gratuitous consideration, in connection with the rendering of health care services to any Medi-Cal beneficiary. Provider further agrees that it shall not solicit, request, accept, or receive, any rebate, refund, commission preference, patronage dividend, discount, or any other gratuitous consideration, in connection with the rendering of health care services to any Medi-Cal beneficiary. Provider further agrees that it will not take any other action or receive any other benefit prohibited by state or federal law.
- 21. Payment From Other Health Coverage Prerequisite to Claim Submission. Provider agrees that it shall first seek to obtain payment for services provided to Medi-Cal beneficiaries from any private or public health insurance coverage to which the beneficiary is entitled, where Provider is aware of this coverage and to the extent the coverage extends to these services, prior to submitting a claim to DHCS for the payment of any unpaid balance for these services. In the event that a claim submitted to a private or public health insurer has not been paid within 90 days of billing by Provider, Provider may submit a claim to DHCS.
- 22. Beneficiary Billing. Provider agrees that it shall not submit claims to or demand or otherwise collect reimbursement from a Medi-Cal beneficiary, or from other persons on behalf of the beneficiary, for any service included in the Medi-Cal program's scope of benefits in addition to a claim submitted to the Medi-Cal program for that service, except to: (1) collect payments due under a contractual or legal entitlement pursuant to Welfare and Institutions Code, Section 14000(b); (2) bill a long-term care patient for the amount of his/her liability; and, (3) collect a co-payment pursuant to Welfare and Institutions Code, Sections 14134 and 14134.1. Provider further agrees that, in the event that a beneficiary willfully refuses to provide current other health care coverage billing information as described in Section 50763(a)(5) of Title 22, California Code of Regulations, Provider may, upon giving the beneficiary written notice of intent, bill the beneficiary as a private pay patient.
- 23. Payment From Medi-Cal Program Shall Constitute Full Payment. Provider agrees that payment received from DHCS in accordance with Medi-Cal fee structures shall constitute payment in full, except that Provider, after making a full refund to DHCS of any Medi-Cal payments received for services, goods,

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supplies, or merchandise, may recover all of Provider's fees to the extent that any other contractual entitlement, including, but not limited to, a private group or indemnification insurance program, is obligated to pay the charges for the services, goods, supplies, or merchandise provided to the beneficiary.

- 24. Return of Payment for Services Otherwise Covered by the Medi-Cal Program. Provider agrees that any beneficiary who has paid Provider for health care services, goods, supplies, or merchandise otherwise covered by the Medi-Cal program received by the beneficiary shall be entitled to a prompt return from Provider of any part of the payment which meets any of the following: (1) was rendered during any period prior to the receipt of the beneficiary's Medi-Cal card, for which the card authorizes payment under Welfare and Institutions Code, Sections 14018 or 14019; (2) was reimbursed to Provider by the Medi-Cal program, following audits and appeals to which Provider is entitled; (3) is not payable by a third party under contractual or other legal entitlement; (4) was not used by the beneficiary to satisfy his/her paid or obligated liability for health care services, goods, supplies, or merchandise, or to establish eligibility.
- 25. Compliance With Billing and Claims Requirements. Provider agrees that it shall comply with all of the billing and claims requirements set forth in the Welfare and Institutions Code and its implementing regulations, and the provider manual.
- 26. Deficit Reduction Act of 2005, Section 6032 Implementation. As a condition of payment for services, goods, supplies and merchandise provided to beneficiaries in the Medical Assistance Program ("Medi-Cal"), providers must comply with the False Claims Act employee training and policy requirements in 1902(a) of the Social Security Act (42 USC 1396a(a)(68)), set forth in that subsection and as the federal Secretary of Health and Human Services may specify.
- 27. Termination of Provisional Provider or Preferred Provisional Provider Status. Provider agrees that, while it is on provisional provider status or preferred provisional provider status, the provider will be subject to immediate termination of its provisional provider status or preferred provisional provider status and disenrollment from the Medi-Cal program in the following circumstances:
  - (1) The provider, persons with an ownership or control interest in the provider, or persons who are directors, officers, or managing employees of the provider have been convicted of any felony, or convicted of any misdemeanor involving fraud or abuse in any government program, related to neglect or abuse of a patient in connection with the delivery of a health care item or service, or in connection with the interference with, or obstruction of, any investigation into health care related fraud or abuse, or have been found liable for fraud or abuse in any civil proceeding, or have entered into a settlement in lieu of conviction for fraud or abuse in any government program within 10 years of the date of the application package.
  - (2) There is a material discrepancy in the information provided to the department, or with the requirements to be enrolled, that is discovered after provisional provider status or preferred provisional provider status has been granted and that cannot be corrected because the discrepancy occurred in the past.
  - (3) The provider has provided material information that was false or misleading at the time it was provided.
  - (4) The provider failed to have an established place of business at the business address for which the application package was submitted at the time of any onsite inspection, announced or unannounced visit, or any additional inspection or review conducted pursuant to this article or a statute or regulation governing the Medi-Cal program, unless the practice of the provider's

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- profession or delivery of services, goods, supplies, or merchandise is such that services, goods supplies, or merchandise are rendered or delivered at locations other than the business address and this practice of delivery of services, goods, supplies, or merchandise has been disclosed in the application package approved by the department when the provisional provider status of preferred provisional provider status was granted.
- (5) The provider meets the definition of a clinic under Section 1200 of the Health and Safety Code, but is not licensed as a clinic pursuant to Chapter 1 (commencing with Section 1200) of Division 2 of the Health and Safety Code and fails to meet the requirements to qualify for at least one exemption pursuant to Section 1206 or 1206.1 of the Health and Safety Code.
- (6) The provider performs clinical laboratory tests or examinations, but it or its personnel do not meet CLIA, and the regulations adopted thereunder, and the state clinical laboratory law, do not possess valid CLIA certificates and clinical laboratory registrations or licenses pursuant to Chapter 3 (commencing with Section 1200) of Division 2 of the Business and Professions Code, or are not exempt from licensure as a clinical laboratory under Section 1241 of the Business and Professions Code.
- (7) The provider fails to possess either of the following:
  - (a) The appropriate licenses, permits, certificates, or other approvals needed to practice the profession or occupation, or provide the services, goods, supplies, or merchandise the provider identified in the application package approved by the department when the provisional provider status or preferred provisional provider status was granted and for the location for which the application was submitted.
  - (b) The business or zoning permits or other approval necessary to operate a business at the location identified in its application package approved by the department when the provisional provider status or preferred provisional provider status was granted.
- (8) The provider, or if the provider is a clinic, group, partnership, corporation, or other association, any officer, director, or shareholder with a 10 percent or greater interest in that organization, commits two or more violations of the federal or state statues or regulation governing the Medi-Cal program, and the violations demonstrate a pattern or practice of fraud, abuse, or provision of unnecessary or substandard medical services.
- (9) The provider commits any violation of a federal or state statute or regulation governing the Medi-Cal program or of a statute or regulation governing the provider's profession or occupation and the violation represents a threat of immediate jeopardy or significant harm to any Medi-Cal beneficiary or to the public welfare.
- (10) The provider submits claims for payment that subject a provider to suspension under Section 14043.61.
- (11) The provider submits claims for payment for services, goods, supplies, or merchandise rendered at a location other than the location for which the provider number was issued, unless the practice of the provider's profession or delivery of services, goods, supplies, or merchandise is such that services, goods, supplies, or merchandise are rendered or delivered at locations other than the business address and this practice or delivery of services, goods, supplies, or merchandise has been disclosed in the application package approved by the department when the provisional provider status was granted.

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- (12) The provider has not paid its fine, or has a debt due and owing, including overpayments and penalty assessments, to any federal, state, or local government entity that relates to Medicare, Medicaid, Medi-Cal, or any other federal or state health care program, and has not made satisfactory arrangements to fulfill the obligation or otherwise been excused by legal process from fulfilling the obligation.
- 28. Provider Suspension; Appeal Rights; Reinstatement. Provider agrees that it is to be subject to the following suspension actions. Provider further agrees that the suspension by DHCS of Provider shall include deactivation of all of Provider's provider numbers and shall preclude Provider from submitting claims for payment, either personally or through claims submitted by any individual, clinic, group, corporation, or other association to the Medi-Cal program for any services, supplies, goods, or merchandise that provider has provided directly or indirectly to a Medi-Cal beneficiary, except for services, supplies, goods, or merchandise provided prior to the suspension.
  - a. Automatic Suspensions/Mandatory Exclusions. DHCS shall automatically suspend Provider under the following circumstances:
    - (1) Upon notice from the Secretary of the United States Department of Health and Human Services that Provider has been excluded from participation in the Medicare or Medicaid programs. No administrative appeal of a suspension on this ground shall be available to Provider. (Welfare and Institutions Code, Section 14123(b),(c).)
    - (2) If Provider has license(s), certificate(s), or other approval(s) to provide health care services, revoked or suspended by a federal, California, or another state's licensing, certification, or approval authority, has otherwise lost that/those license(s), certificate(s), or approval(s), or has surrendered that/those license(s), certificate(s), or approval(s) while a disciplinary hearing on that license, certificate, or approval was pending. (Welfare and Institutions Code, Section 14043.6.)
    - (3) If Provider is convicted of any felony or any misdemeanor involving fraud, abuse of the Medi-Cal program or any patient, or otherwise substantially related to the qualifications, functions, or duties of a provider of service. Suspension following conviction is not subject to the proceedings under Welfare and Institutions Code, Section 14123(c). However, the director may grant an informal hearing at the request of the provider to determine in the director's sole discretion if the circumstances surrounding the conviction justify rescinding or otherwise modifying the suspension.
  - b. Permissive Suspensions/Permissive Exclusions. DHCS may suspend Provider under the following circumstances:
    - (1) Provider violates any of the provisions of Chapter 7 of the Welfare and Institutions Code (commencing with Section 14000 except for Sections 14043–14044), or Chapter 8 (commencing with Section 14200) or any rule or regulations promulgated by DHCS pursuant to those provisions. Administrative appeal pursuant to Health and Safety Code, Section 100171. (Welfare and Institutions Code, Section 14123(a),(c).)
    - (2) Provider fails to comply with DHCS' request to examine or receive copies of the books and records pertaining to services rendered to Medi-Cal beneficiaries. Administrative appeal pursuant to Health and Safety Code, Section 100171. (Welfare and Institutions Code, Section 14124.2.)
    - (3) Provider participating in the Medi-Cal dental program provides services, goods, supplies, or merchandise that are below or less than the standard of acceptable quality, as

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established by the California Dental Association Guidelines for the Assessment of Clinical Quality and Professional Performance, Copyright 1995, Third Edition, as periodically amended. (Welfare and Institutions Code, Section 14123(f).)

- c. Temporary Suspension. DHCS shall temporarily suspend Provider under the following circumstances:
  - (1) Provider fails to disclose all information as required in federal Medicaid regulations or any other information required by DHCS, or discloses false information. Administrative appeal pursuant to Welfare and Institutions Code, Section 14043.65. (Welfare and Institutions Code, Section 14043.2(a).)
  - (2) If it is discovered that Provider is under investigation for fraud or abuse. Administrative appeal pursuant to Welfare and Institutions Code, Section 14043.65. (Welfare and Institutions Code, Section 14043.36(a).)
  - (3) Provider fails to remediate discrepancies discovered as a result of an unannounced visit to Provider. Administrative appeal pursuant to Welfare and Institutions Code, Section 14043.65. (Welfare and Institutions Code, Section 14043.7(c).)
  - (4) When necessary to protect the public welfare or the interests of the Medi-Cal program. Administrative appeal pursuant to Health and Safety Code, Section 100171. (Welfare and Institutions Code, Section14123(c).)
  - (5) Provider submits claims for payment under any provider number from an individual or entity that is suspended, excluded or otherwise ineligible. This includes a provider on the Suspended and Ineligible Provider List or any list published by the Office of the Inspector General or the Department of Health and Human Services. Appeal pursuant to Welfare and Institutions Code, Section 14043.65. (Welfare and Institutions Code, Section 14043.61.)
- 29. Liability of Group Providers. Provider agrees that, if it is a provider group, the group, and each member of the group, are jointly and severally liable for any breach of this Agreement, and that action by DHCS against any of the providers in the provider group may result in action against all of the members of the provider group.
- 30. Legislative and Congressional Changes. Provider agrees that this Agreement is subject to any future additional requirements, restrictions, limitations, or conditions enacted by the California Legislature or the United States Congress which may affect the provisions, terms, conditions, or funding of this Agreement in any manner.
- 31. Provider Capacity. Provider agrees that Provider, and the officers, directors, employees, and agents of Provider, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
- 32. Indemnification. Provider agrees to indemnify, defend, and save harmless the State of California, its officers, agents, and employees, from any and all claims and losses accruing or resulting to any and all persons, firms, or corporations furnishing or supplying services, materials, or supplies in connection with Provider's performance of this Agreement, and from any and all claims and losses accruing or resulting to any Medi-Cal beneficiary, or to any other person, firm, or corporation who may be injured or damaged by Provider in the performance of this Agreement.

Department of Health Care Services

- 33. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California.
- 34. Venue. Venue for all actions, including federal actions, concerning this Agreement, lies in Sacramento County, California, or in any other county in which the California Department of Justice maintains an office.
- 35. Titles. The titles of the provisions of this Agreement are for convenience and reference only and are not to be considered in interpreting this Agreement.
- 36. Severability. If one or more of the provisions of this Agreement shall be invalid, illegal, void, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired. Either party having knowledge of such a provision shall promptly inform the other of the presumed nonapplicability of such provision. Should the nonapplicable provision go to the heart of this Agreement, the Agreement shall be terminated in a manner commensurate with the interests of both parties.
- 37. Assignability. Provider agrees that it has no property right in or to its status as a Provider in the Medi-Cal program or in or to the provider number(s) assigned to it, and that Provider may not assign its provider number for use as a Medi-Cal provider, or any rights and obligations it has under this Agreement except to the extent purchasing owner is joining this provider agreement with successor liability with joint and several liability.
- 38. Waiver. Any action or inaction by DHCS or any failure of DHCS on any occasion, to enforce any right or provision of this Agreement, shall not be interpreted to be a waiver by DHCS of its rights hereunder and shall not prevent DHCS from enforcing such provision or right on any future occasion. The rights and remedies of DHCS herein are cumulative and are in addition to any other rights or remedies that DHCS may have at law or in equity.
- 39. Complete Integration. This Agreement, including any attachments or documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of this Agreement.
- 40. Amendment. No alteration or variation of the terms or provisions of this Agreement shall be valid unless made in writing and signed by the parties to this Agreement, and no oral understanding or agreement not set forth in this Agreement, shall be binding on the parties to this Agreement.
- 41. Provider Attestation. Provider agrees that all information it submits on the application form for enrollment, this Agreement, and all attachments or changes to either, is true, accurate, and complete to the best of Provider's knowledge and belief. Provider further agrees to sign the application form for enrollment, this Agreement, and all attachments or changes to either, under penalty of perjury under the laws of the State of California.

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Provider agrees that compliance with the provisions of this agreement is a condition precedent to payment to provider.

The parties agree that this agreement is a legal and binding document and is fully enforceable in a court of competent jurisdiction. The provider signing this agreement warrants that he/she has read this agreement and understands it.

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true, accurate, and complete to the best of my knowledge and belief.

I declare I am the provider or I have the authority to legally bind the provider, which is an entity and not an individual person and that I am eligible to sign this agreement under Title 22, CCR Section 51000.30(a)(2)(B).

1.	Printed legal name of provider		
L	os Angeles County Office of Educati	on	
2.	Printed name of person signing this declaration listed in item 1 above)	ation on behalf of provid	der (if an entity or business name is
	atricia Smith		
3.	Original signature of provider or representation person as sole proprietor	ative if this provider is a	n entity other than an individual
	Varier Smith		
4.	Title of person signing this declaration		
C	hief Financial Officer		
5.	Executed at: Downey	CA	onon
	(City)	(State)	(Date)
6.	Notary Public:		
	Applicants and providers licensed pursu Business and Professions Code, the Oste NOT REQUIRED to have this form a Acknowledgement signed by the Notary Purcode.	eopathic Initiative Act, on notarized. If notarizati	or the Chiropractic Initiative Act ARE on is required, the Certificate of

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Department of Health Care Services

# Privacy Statement (Civil Code Section 1798 et seq.)

All information requested on the Application, the disclosure statement, and the provider agreement is mandatory. This information is required by the California Department of Health Care Services and any other California State Departments that are delegated responsibility to administer the Medi-Cal program, by the authority of the Welfare and Institutions Code, Sections 14043 - 14043.75, the California Code of Regulations, Title 22, Sections 51000 - 51451 and the Code of Federal Regulations, Title 42, Part 455. The consequences of not supplying the mandatory information requested are denial of enrollment as a Medi-Cal provider or denial of continued enrollment as a provider and deactivation of all provider numbers used by the provider to obtain reimbursement from the Medi-Cal program. Some or all of this information may also be provided to the California State Controller's Office, the California Department of Justice, the California Department of Consumer Affairs, the California Department of Corporations, the California Franchise Tax Board or other California state or local agencies as appropriate, fiscal intermediaries, managed care plans, the Federal Bureau of Investigation, the Internal Revenue Service, Medicare Fiscal Intermediaries, Centers for Medicare and Medicaid Services, Office of the Inspector General, Medicaid, or as required or permitted by law. For more information or access to records containing your personal information maintained by this agency, contact the Provider Enrollment Division at (916) 323-1945.

#### DEPARTMENT OF HEALTH CARE SERVICES

#### DATA USE AGREEMENT

#### Attachment A

#### DATA MATCH RECORD LAYOUT

The following table illustrates the Data Match Record Layout output file. Please note that the first 105 characters are the return record of the input data provided by the LEC/LGA. Output fields include return of the input (positions 1-105) and output (positions 106-263) records.

FIELD	SIZE	POSITION
Social Security Number	9	1-9
Last Name	20	10-29
First Name	15	30-44
Middle Initial	1	45
Date of Birth (CCYYMMDD)	8	46-53
Sex	1	54
Provider Id	9	55-63
School Name	20	64-83
User Data	20	84-103
County Code	2	104-105
Beneficiary Identification Card Number	14	106-119
Beneficiary Identification Card Issue Date (CCYYMMDD)	8	120-127
Filler	6	128-133
Match Indicator	1	134
Record Eligibility Indicator	1.	135
Filler	1	136
Current Month Data	9	137-145
Eligibility Indicator	1	137
Share of Cost Amount	5	138-142
Cert Day	2	143-144
OHC Indicator	1	145
History Data - January	9	146-154
Eligibility Indicator	T	146
Share of Cost Amount	5	147-151
Cert Day	2	152-153
OHC Indicator	11	154

T

History Data - February	9	155-163
Eligibility Indicator	1	155
Share of Cost Amount	5	156-160
Cert Day	2	161-162
OHC Indicator	1	163
History Data - March	9	164-172
Eligibility Indicator	1	164
Share of Cost Amount	5	165-169
Cert Day	2	170-171
OHC Indicator	1	172
History Data - April	9	173-181
Eligibility Indicator	11.1	173
Share of Cost Amount	5	174-178
Cert Day	2	179-180
OHC Indicator	1	181
History Data - May	9	182-190
Eligibility Indicator	1	182
Share of Cost Amount	5	183-187
Cert Day	2	188-189
OHC Indicator	-11	190
History Data - June	9	191-199
Eligibility Indicator	1	191
Share of Cost Amount	5	192-196
Cert Day	2	197-198
OHC Indicator	1	199
History Data - July	9	200-208
Eligibility Indicator	1	200
Share of Cost Amount	5	201-205
Cert Day	2	206-207
OHC Indicator	1	208
History Data - August	9	209-217
Eligibility Indicator	1	209
Share of Cost Amount	5	210-214
Cert Day	2	215-216
OHC Indicator	1	217
History Data - September	9	218-226
Eligibility Indicator	1	218
Share of Cost Amount	5	219-223
Cert Day	2	224-225
OHC Indicator	1	226
History Data - October	9	227-235
Eligibility Indicator	1	227
Share of Cost Amount	5	228-232

Cert Day	2	233-234
OHC Indicator	1	235
History Data - November	9	236-244
Eligibility Indicator	11	236
Share of Cost Amount	5	237-241
Cert Day	2	242-243
OHC Indicator	1	244
History Data - December	9	245-253
Eligibility Indicator	1	245
Share of Cost Amount	5	246-250
Cert Day	2	251-252
OHC Indicator	1	253
Meds Current Date CCYYMMDD	8	254-261
Filler	2	262-263

Department of Health Care Services

# **MEDI-CAL DISCLOSURE STATEMENT**



Every applicant or provider must complete and submit a current Medi-Cal Disclosure Statement (DHCS 6207) as part of a complete application package for enrollment, continued enrollment, or certification as a Medi-Cal provider.

#### Important:

- FOR NEW APPLICANTS: Failure to disclose complete and accurate information may result in a denial
  of enrollment and imposition of a three-year reapplication bar.
- FOR CURRENTLY ENROLLED APPLICANTS: Failure to disclose complete and accurate information
  may result in denial, deactivation of all business addresses and the imposition of a three-year
  reapplication bar. The Department is required to report the termination of your participation in the MediCal Program to the Centers for Medicare & Medicaid Services and to other States' Medicaid and
  Children's Health Insurance Programs pursuant to United States Code, Title 42, Sections 1396a(kk)(6)
  and 1902(kk)(6) and the Code of Federal Regulations, Title 42, Section 1002.3(b).
- Submitting a complete and accurate Medi-Cal Disclosure Statement is required.
- Read all instructions when completing the Medi-Cal Disclosure Statement.
- Type or print clearly in ink.
- · DO NOT USE staples on this form or on any attachments.
- If applicant/provider must make corrections, please line through, date, and initial in ink. Do not use correction fluid.
- Return this completed statement with the complete application package to the address listed on the application form.

Overall Authority: Code of Federal Regulations, Title 42, Part 455; California Code of Regulations, Title 22, Sections 51000–51451; Welfare and Institutions Code, Sections 14043–14043.75

DHCS 6207 (Rev. 2/17)

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Department of Health Care Services

# GENERAL INSTRUCTIONS FOR COMPLETING THE MEDI-CAL DISCLOSURE STATEMENT

- DO NOT USE staples on this form or on any attachments.
- · Do not use a pencil, correction tape, white out, highlighter pen, etc. on this form.
- . If you must correct an entry, the applicant or provider must initial and date the correction in ink.
- . Do not leave any questions, boxes, lines, etc., blank. Check or write "N/A" if not applicable to you.
- To review the Title 22 provider enrollment regulations, please visit the Medi-Cal Website (www.medi-cal.ca.gov) and click the "Provider Enrollment" link. It is the responsibility of the applicant/provider to comply with all regulations pertaining to Medi-Cal.

#### Section I: Applicant/Provider Information

- All applicants and providers must complete this Section unless they are eligible to use the "Medi-Cal Rendering Provider Application/Disclosure Statement/Agreement for Physician/Allied/Dental Providers" (DHCS 6216) or the "Medi-Cal Ordering/Referring/Prescribing Provider Application/Agreement/ Disclosure Statement for Physician and Nonphysician Practitioners" (DHCS 6219).
- Rendering providers joining a group who are not eligible to use the "Medi-Cal Rendering Provider Application/Disclosure Statement/Agreement for Physician/Allied/Dental Providers" may leave parts E-H blank if part D is checked.
- If applicant leases the location where services are being rendered or provided, please attach a copy of a current signed lease agreement.
- In California, a domestic or foreign limited liability company is not permitted to render professional services, as defined in Corporations Code Sections 13401, subdivision (a) and 13401.3. See California Corporations Code Section 17701.04(e).

Section II: Unincorporated Sole-Proprietor or Individual Rendering Provider Adding to a Group Disclosure of social security number is optional. (See Privacy Statement on page 21)

## Section III: Ownership Interest and/or Managing Control Information (Entities)

- 1. To determine percentage of ownership, mortgage, deed of trust, note or other obligation, the percentage of interest owned in the obligation is multiplied by the percentage of the disclosing entity's assets used to secure the obligation. For example, if A owns 10 percent of a note secured by 60 percent of the applicant's or provider's assets, A's interest in the provider's assets equates to 6 percent and shall be reported pursuant to California Code of Regulations, Title 22, Section 51000.35. Conversely, if B owns 40 percent of a note secured by 10 percent of the applicant's or provider's assets, B's interest in the provider's assets equates to 4 percent and need not be reported.
- 2. "Indirect ownership interest" means an ownership interest in any entity that has an ownership interest in the applicant or provider. This term includes an ownership interest in any entity that has an indirect ownership interest in the applicant or provider. The amount of indirect ownership interest is determined by multiplying the percentages of ownership in each entity. For example, if A owns 10 percent of the stock in a corporation which owns 80 percent of the stock of the applicant or provider, A's interest equates to an 8 percent indirect ownership interest in the applicant or provider and shall be reported pursuant to California Code of Regulations, Title 22, Section 51000.35. Conversely, if B owns 80 percent of the stock of a corporation, which owns 5 percent of the stock of the applicant or provider, B's interest equates to a 4 percent indirect ownership interest in the applicant or provider and need not be reported.

#### Department of Health Care Services

- "Ownership interest" means the possession of equity in the capital, the stock, or the profits of the applicant or provider.
- 4. All entities with managing control of applicant/provider must be listed in this Section.
- 5. List the National Provider Identifier (NPI) of each listed corporation, unincorporated association, partnership, or similar entity having 5% or more (direct or indirect) ownership or control interest, or any partnership interest, in the applicant/provider identified in Section I.
- Corporations with ownership or control interest in the applicant or provider must provide all corporate business addresses and the corporation Taxpayer Identification Number issued by the IRS. For verification, a legible copy of the IRS Form 941, Form 8109-C, Letter 147-C, or Form SS-4 (Confirmation Notification) must be included.

# Section IV: Ownership Interest and/or Managing Control Information (Individuals)

- Refer to Section III instructions and definitions.
- 2. "Person with an ownership or control interest" means a person that:
  - a. Has an ownership interest of 5 percent or more in an applicant or provider;
  - b. Has an indirect ownership interest equal to 5 percent;
  - c. Has a combination of direct and indirect ownership interest equal to 5 percent or more in an applicant or provider;
  - d. Owns an interest of 5 percent or more in any mortgage, deed of trust, note, or other obligation secured by the applicant or provider if that interest equals at least 5 percent of the value of the property or assets of the applicant or provider;
  - e. Is an officer or director of an applicant or provider that is organized as a corporation;
  - f. Is a partner in an applicant or provider that is organized as a partnership.
- "Agent" means a person who has been delegated the authority to obligate or act on behalf of an applicant or provider.
- 4. "Managing employee" means a general manager, business manager, administrator, director, or other individual who exercises operational or managerial control over, or who directly or indirectly conducts the day-to-day operation of an applicant or provider. All managing employees must be included in this section.
- List the National Provider Identifier (NPI) of each individual with ownership or control interest or any
  partnership interest, in the applicant/provider identified in Section I. In addition, all officers of the
  corporation, directors, agents and managing employees of the applicant/provider must be reported in
  this section.
- 6. Disclosure of social security number is mandatory. (See Privacy Statement on page 21)

# Section V: Subcontractor Information and Significant Business Transactions

- 1. "Subcontractor" means an individual, agency, or organization:
  - a. To which an applicant or provider has contracted or delegated some of its management functions or responsibilities of providing healthcare services, equipment, or supplies to its patients.
  - b. With whom an applicant or provider has entered into a contract, agreement, purchase order, lease, or leases of real property, to obtain space, supplies, equipment, or services provided under the Medi-Cal Program.
- "Significant business transaction" means any business transaction or series of transactions that involve health care services, goods, supplies, or merchandise related to the provision of services to Medi-Cal beneficiaries that, during any one fiscal year, exceed the lesser of \$25,000 or 5 percent of an applicant's or provider's total operating expenses.

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"Wholly owned supplier" means a supplier whose total ownership interest is held by an applicant or provider or by a person, persons, or other entity with an ownership or control interest in an applicant or provider.

#### Section VI: Incontinence Supplies

- 1. Applicant or provider must check "Yes" or "No."
- 2. If "Yes," complete A-C.

#### Section VII: Pharmacy Applicants or Providers

All pharmacy applicants or providers must complete this Section.

### Section VIII: Declaration and Signature Page

- All applicants or providers must complete this Section.
- Legal name of applicant/provider must match name listed on associated application package.
- The signature must be an individual who is the sole proprietor, partner, corporate officer, or an official representative of a governmental entity or nonprofit organization who has the authority to legally bind the applicant or provider. See Title 22, CCR Section 51000.30(a)(2)(B).
- 4. An original signature is required. Stamped, faxed, and/or photocopied signatures are not acceptable.
- 5. Disclosure Statement must be notarized by a Notary Public except for those applicants and providers licensed pursuant to Business and Professions Code, Division 2, beginning with Section 500. For example: Physicians, Pharmacy providers, Chiropractors, Osteopaths, Certified Nurse Midwives and Nurse Practitioners do not need to notarize this form. Durable Medical Equipment (DME) providers, Prosthetics, Orthotics, Medical Transportation providers, etc., must notarize this form.

FOR MORE INFORMATION, PLEASE VISIT THE MEDI-CAL WEBSITE (<u>WWW.MEDI-CAL.CA.GOV</u>)
AND CLICK THE "PROVIDER ENROLLMENT" LINK.

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## MEDI-CAL DISCLOSURE STATEMENT

AP	PLICANT/PROVIDER INFORMATION			
A. L	egal name of applicant/provider as repor	ted to the IRS		
Los	Angeles County Office of Educat	ion		
	egal name of applicant/provider as it app F NOT APPLICABLE, CHECK THE BOX		nse	
	existing provider number(s) (NPI) used at 32314010	the address indicated in	Item G belo	w. N/A
	f applying as a rendering provider to a promarked with *asterisk on page 2)	ovider group, check here	and prod	eed to Part I.
E. F	ictitious business name  N/A			
F. "	Doing Business As" name N/A			
р	Address where services are rendered or provided (number, street) O Imperial Highway	City Downey	State	ZIP code (9-digit 90242-2890
-			- F	7.17
1	. Does applicant/provider lease this loca	ation?	Yes 🔳	No
	<ol> <li>Does applicant/provider lease this local.</li> <li>If YES, complete the following inform current signed Lease Agreement, i applicant provider at the business add</li> </ol>	ation regarding the Lessen	or and encl	ose a copy of the
	If YES, complete the following inform current signed Lease Agreement, i	ation regarding the Lessen	or and encl	ose a copy of the
	<ol> <li>If YES, complete the following inform current signed Lease Agreement, i applicant provider at the business add</li> </ol>	ation regarding the Lessen	or and encl	ose a copy of the
	If YES, complete the following inform current signed Lease Agreement, i applicant provider at the business add a. Lessor name	ation regarding the Lessencluding any sublease a ress on the Application.	or and encloserements of State CA	ose a copy of the entered into by the
	If YES, complete the following inform current signed Lease Agreement, i applicant provider at the business add a. Lessor name  b. Lessor address (number, street)	ation regarding the Lessencluding any sublease a ress on the Application.  City Downey  d. Term of lease	or and encloserements of State CA	ZIP code (9-digit)

Do not leave any questions, boxes, lines, etc., blank.

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APPLICANT/PROVID	And the second of the second	ion (continued)				
<ul> <li>H. Type of Entity (must check one):</li> <li>General Partnership (Enclose Partnership Agreement)</li> <li>Sole Proprietor (Unincorporated)</li> </ul>		☐ Limited Partnership (Enclose Partnership Agreement) ☐ Limited Liability Company State of formation:	☐ Limited Liability Partnersh (Enclose Partnership Agreement)  ■ Governmental			
☐ Corporation (Enclose Articles of Incorporation and Statement of Information)		Corporate number:	State incorporated:			
☐ Nonprofit:  Check one: ☐ Corporation ☐ Unincorpora Association	ted	Check one:  Charitable Religious Other (specify):				
not been paid and	care, Medicaid what arrangem	ng by applicant/provider to any for and <b>all</b> other federal and state ents have been made to fulfill to e arrangements including term	health care p the obligation(	rogra	ms tha	at have
Code of Regulation	is, Title 22, Sec	tion 51000.50(a)(6).			Date	to be
Fine/Debt	is, Title 22, Sec	tion 51000.50(a)(6). N/A  Agency	Date Iss		Date	to be
Fine/Debt \$	is, Title 22, Sec	Agency	Date Iss	sued	Date Paid	to be in Ful
Fine/Debt \$ \$ J. List the name and a in which the applica	ddress of all he nt/provider, liste nal space is need of health care p	Agency  Palth care providers, participatined in Part A, also has an owneded, attach additional page (la provider	Date Iss	ipating of interest I Sect	Date Paid g in Me erest. tion I, F	e to be in Full edi-Cal If none Part J")
Fine/Debt \$  J. List the name and a in which the applica check N/A. If addition N/A  1. Full legal name of 2. Address (number	ddress of all he nt/provider, listenal space is need of health care per, street)	Agency  Palth care providers, participating and page (la provider)  Part A, also has an owned attach additional page (la provider)  City  Downey	Date Iss ag or not partic ership or contrabel "Additiona	ipating of interest I Sect	Date Paid g in Me erest.	e to be in Ful edi-Ca If none Part J"
Fine/Debt \$  \$ J. List the name and a in which the applica check N/A. If addition N/A  1. Full legal name of the content of th	ddress of all he nt/provider, listenal space is need of health care per, street)  owing questions of the date of t	Agency  Palth care providers, participating and page (la provider)  Part A, also has an owned attach additional page (la provider)  City  Downey	Date Iss	ipating ol inte I Sect	Date Paid g in Me erest. tion I, F	e to be in Full edi-Ca If none Part J")

Do not leave any questions, boxes, lines, etc., blank.

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applicant/provide or abuse involvin If yes, provide the	r, entered into a settlement in lieu of convid g a government program? e date of the settlement (mm/dd/yyyy):	ction for fraud	Yes No
<ol> <li>Do you, the appli participated as a Medicaid prograr</li> </ol>	cant/provider, currently participate or have provider in the Medi-Cal program or in ano	you ever ther state's	■ Yes □ No
State	Name(s) (Legal and DBA)		NPI and/or Provider Number(s)
California	Los Angeles County Office of Educat	tion	1932314010
5. Have you, the ap	li-Cal program?		Yes No
Medicaid, or Med If yes, attach ver information: Check Applical	di-Cal program? ification of reinstatement and provide the fo	Effective Date(s) of	Date(s) of Reinstatement(s)
Medicaid, or Med If yes, attach ver information:	di-Cal program? ification of reinstatement and provide the fo	Effective	Date(s) of Reinstatement(s)
Medicaid, or Medicaid, or Medicaid, or Medicaid If yes, attach verinformation:  Check Applicate Program Medi-Cal Medicaid Medicare Medicaid Medicaid Medicaid Medicaid Medicaid	di-Cal program? ification of reinstatement and provide the fo	Effective Date(s) of Suspension	Date(s) of Reinstatement(s)
Medicaid, or Medif yes, attach verinformation:  Check Applicate Program  Medi-Cal Medicare Medicaid Medicare Medicaid Medicare Medicaid Medicare for Medicare  6. Has the individual care of the application of the applicatio	di-Cal program? ification of reinstatement and provide the fo	Effective Date(s) of Suspension rovide health oked? d written	Date(s) of Reinstatement(s)

Do not leave any questions, boxes, lines, etc., blank.

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hearing was per If yes, attach a co	py of the written confirmation from the lonal privileges have been restored and	e a disciplinary Yes No
Where Action(s was Taken	Action(s) Taken	Effective Date(s) of Licensing Authority's Action(s)
If yes, include con	ertificate, or other approval to provide he ever been disciplined by any licensing ies of licensing authority decision(s) included the following each decision and provide the following	authority?
Where Action(s was Taken	Action(s) Taken	Effective Date(s) of Licensing Authority's Action(s)

 If you, the applicant/provider, are an unincorporated sole-proprietor or an individual rendering provider adding to a group, proceed to Section II.

#### OR

 If you, the applicant/provider, are a partnership, corporation, governmental entity, or nonprofit organization, proceed to Section III.

Do not leave any questions, boxes, lines, etc., blank.

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A.	Full legal name (Last) (Jr., Sr., etc.)	(First)	(Middle)	
В.	Residence address (number, street)	City	State	ZIP code (9-digit
C.	Social security number (required)			L
D	. Date of birth			
E	Driver's license number or state-issued	dentification numb	er (Attach a current	and legible copy)

 If you, the applicant/provider, are an unincorporated sole-proprietor, proceed to Section V.

## OR

 If you, the applicant/provider, are a rendering provider adding to a group, proceed to Section VIII.

Do not leave any questions, boxes, lines, etc., blank.

## III. OWNERSHIP INTEREST AND/OR MANAGING CONTROL INFORMATION (ENTITIES)

A. In the table below, list all corporations, unincorporated associations, partnerships, or similar entities having 5% or more (direct or indirect) ownership or control interest, or *any* partnership interest, in the applicant/provider identified in Section I. Attach a separate Section III, Part B and C for each entity listed below. Number of pages attached: \_\_\_\_

Check here if this section does not apply and proceed to Section IV.

Entity Legal Business Name	Percent (%) of Ownership or Control	NPI Number (If Applicable)
		1
		-
	Entity Legal Business Name	

Do not leave any questions, boxes, lines, etc., blank.

III.	OV	WNERSHIP INTEREST AND/OR MANAGING CONTROL INFORMATION (ENTITIES) (Cont.)				
	В.	Entity with (Direct or Indirect) Ownership Intere- Information.	st and/or Managing Contr	rol – lo	dentificatio	n
		1. Legal business name				
		2. Doing Business As (DBA) name (if applicable	e) N/A			
		3. Primary Business Address (number, street)	City	State	ZIP code	e (9-digit)
		* If this entity is a corporation, attach a list of addresses of the corporation.	ALL business location a	ddres	ses and P	. O, Box
		4. If this entity is a corporation, list the Taxpaye attach a legible copy of the IRS form.	r Identification Number is	sued	by the IRS	S and
		5. Check all that apply:  5% or more ownership interest  Partner	☐ Managing control ☐ Other (specify):			
		6. Effective date of <i>ownership</i> (mm/dd/yyyy)	7. Effective date of co	ntrol (	(mm/dd/yy	yy)
_	C.	Respond to the following questions:				
		1. Within ten years from the date of this start convicted of any felony or misdemeanor invo- government program? If yes, provide the date of the conviction (mr	olving fraud or abuse in a		☐ Yes	□ No
		<ol> <li>Within ten years from the date of this star found liable for fraud or abuse involving any civil proceeding?</li> <li>If yes, provide the date of the final judgment</li> </ol>	government program in a		☐ Yes	□ No
		3. Within ten years from the date of this state entered into a settlement in lieu of a conviction involving any government program? If yes, provide the date of the settlement (minute)	tement, has this entity ion for fraud or abuse		☐ Yes	□ No

Do not leave any questions, boxes, lines, etc., blank.

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as a provider in the	ently participate, or has this entity eve Medi-Cal program or in another state vide the following information:		☐ Yes ☐ No
State State	Name(s) (Legal and DBA)	· ·	NPI and/or Provide Number(s)
Medi-Cal program?	been suspended from a Medicare, Mation of reinstatement and provide the	1.7.1.0	☐ Yes ☐ No
Check Applicable Program	NPI and/or Provider Number(s)	Effective Date(s) of Suspension	Date(s) of Reinstatement(s) as applicable
☐ Medi-Cal ☐ Medicaid ☐ Medicare			
☐ Medi-Cal ☐ Medicaid			
Medicare			V 13/19 3 3 3 5
6. List the name and ac Medi-Cal, in which th	ddress of all health care providers, panis entity also has an ownership or conneeded, attach additional page (labes attached:	ntrol interest. If	none, check here
6. List the name and ac Medi-Cal, in which the If additional space is 6"). Number of page	nis entity also has an ownership or co needed, attach additional page (labe	ntrol interest. <b>If</b> I "Additional Se	none, check here C

Do not leave any questions, boxes, lines, etc., blank.

### IV. OWNERSHIP INTEREST AND/OR MANAGING CONTROL INFORMATION (INDIVIDUALS)

A. In the table below, list any individual that has 5% or more (direct or indirect) ownership or control interest or any partnership interest, in the applicant/provider identified in Section I. In addition, all officers of the corporation, directors, agents and managing employees of the applicant/provider must be reported in this section. Attach a separate Section IV, Part B and C for each individual listed below. Number of pages attached: \_\_\_\_\_

	ु Individual Name	Percent (%) of Ownership or Control	NPI Number (If Applicable)
1.	N/A		
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.	: 4		
12.			
13.			
14.			
15.			
16.	Ĺ		
17.			
18.			
19.			
20.			

Do not leave any questions, boxes, lines, etc., blank.

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IV.	O	WNERSHIP INTEREST AND/OR MANAGING	CONTR	OL INFORMATION	(INDIV.) (Continued)
	B.	Identification Information – for Individuals with Managing Employees, Partners and/or Agent Corporation, Institution or Entity.	Owners s of the l	ship or Control Interes Partnership, Group A	st, Officers, Directors, ssociation,
		1. Full legal name (Last) (Jr., Sr., etc.)	(First)	(Mide	(elk
		2. Residence address (number, street	City	Sta	te ZIP code (9-digit)
	ď	Social security number (required)    4. Date	of birth	Driver's license n issued identificati current and legible	ion number (Attach a
	ì	6. Is the above individual related to any indivi A (Page 9)? If yes, check the appropriate I	dual liste	d in Section IV, Table list name of individua	e
		☐ Spouse ☐ Parent ☐ Child ☐	Sibling	Other (explain)	ř
		Name of individual:			
		<ol> <li>If the above individual is directly associate individual's relationship with the applicant/p         5% or greater owner         Director/officer, title:     </li> </ol>	rovider?	e entity identified in S Check all that apply anaging employee Other (specif	Agent
	1	<ol><li>If the above individual is <i>directly</i> associate name of that entity in the space below:</li></ol>	d with ar	n entity identified in S	ection III, indicate the
		a. Legal business name of entity as listed in	Section	ı III, Part A	
		b. What is this individual's role with the enti		ed in Section III? Che Managing employee Other (specif	☐ Agent
	C. F	Respond to the following questions:			
		1. Within ten years from the date of this state individual been convicted of any felony or nor abuse in any government program?  If yes, provide the date of the conviction (many felony).	nisdeme	anor involving fraud	☐ Yes ☐ No
		2. Within ten years from the date of this state individual been found liable for fraud or abut program in any civil proceeding? If yes, provide the date of the final judgment	tement, se involv	has the above ving any government	☐ Yes ☐ No

Do not leave any questions, boxes, lines, etc., blank.

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IV.	OWNERSHIP INTEREST	AND/OR MANAGING CONTROL INF	ORMATION (I	NDIV.) (Continued)
	Name of individual listed i	n Section IV, Part B, Item 1:		
	individual entered in abuse involving any	om the date of this statement, has the a settlement in lieu of a conviction for government program?  ate of the settlement (mm/dd/yyyy):		☐ Yes ☐ No
	participated, as a pr	ividual currently participate, or has he of ovider in the Medi-Cal program or in a If yes, provide the following informatio	nother state's	☐ Yes ☐ No
	State	Name(s) (Legal and DBA)	4	NPI and/or Provider Number(s)
	5. Has the above indiv or Medi-Cal prograr provide the followin	idual <b>ever</b> been suspended from a Men? If yes, attach verification of reinstate information:	dicare, Medica ement and Effective Date(s) of	Date(s) of
	Program	NPI and/or Provider Number(s)	Suspension	
	☐ Medi-Cal ☐ Medicaid ☐ Medicare			
	☐ Medi-Cal☐ Medicaid☐ Medicare			
	health care ever been If yes, include copies confirmation from the	dual's license, certificate, or other apprent suspended or revoked? of licensing authority's decision(s) and that his or her professional privileges the following information:	d written	Yes No
	Where Action(s) was Taken	Action(s) Taken		Date(s) of Licensing nority's Action(s)

Do not leave any questions, boxes, lines, etc., blank.

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9.	OWNERSHIP INTEREST A	ND/OR MANAGING CONTROL	INFORMATION (INDIV.) (Continued)			
	Name of individual listed in Section IV, Part B, Item 1:					
	certificate, or other appr hearing was pending? If yes, attach a copy of	al otherwise lost or surrendered for all otherwise lost or surrendered for all to provide health care while the written confirmation from the nal privileges have been restore	e a disciplinary ☐ Yes ☐ No  licensing authority			
	Where Action(s) was Taken	Action(s) Taken	Effective Date(s) of Licensing Authority's Action(s)			
	health care ever been d If yes, include copies of	I's license, certificate, or other an isciplined by any licensing authority decision(s) in decision and provide the following	rity?			
7	Where Action(s) was Taken	Action(s) Taken	Effective Date(s) of Licensing Authority's Action(s)			
	If none, check here	individual also has an ownership eded, attach additional page (lab	articipating or not participating in Medior control interest. el "Additional Section IV, Part C, Item			
	If none, check here If additional space is need 9"). Number of pages at	individual also has an ownership eded, attach additional page (lab	or control interest. el "Additional Section IV, Part C, Item			

· Proceed to Section V.

Do not leave any questions, boxes, lines, etc., blank.

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V. S	UBCONTRACTOR INFORMATION AND SIGN	NIFICANT E	BUSINE	ESS TRA	NSAC	TIONS	
A	Does the applicant/provider (as named in Section this form) have direct or indirect ownership of subcontractors that provide healthcare services.	5 percent of	or more	age One in any o	e of of its	Yes	■ No
	Do any of the entities named in Section III, Pa have direct or indirect ownership of 5 percent provider's subcontractors that provide health	or more in	any of	the appl	rm icant	☐ Yes	■ No
	Do any of the individuals named in Section IV form have direct or indirect ownership of 5 pe applicant provider's subcontractors that provigoods?	ercent or mo	re in a	ny of the	his	☐ Yes	■ No
	If you answered NO to ALL of the above, pleased you answered YES to ANY of the above, pleasubcontractor and attach a copy of any written that relate to its functions/responsibilities.	lease comp	lete the	e followin	g inforr	nation abo	out the
	Subcontractor's full legal name			2. Subc	ontract	or's phone	numbe
	3. Subcontractor's address (number, street)	City			State	ZIP code	e (9-digit
	Subcontractor's federal employer identification     number (if applicable)	ation	The second second second	ubcontra f applical		orporation	ı numbei
	<ul> <li>5. If there is more than one subcontractor, pre (label "Additional Section V, Part A").</li> <li>Check here if additional sheet(s) is attached.</li> </ul>						rmation

Do not leave any questions, boxes, lines, etc., blank.

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V. SUBCONTRACTOR INFORMATION A	ND SIGNIFICANT BUSINESS	TDANCA	CTIONIO (O-1)
B. List the following information for any percent or more ownership and/or comore than one subcontractor, provide "Additional Section V, Part B").  Check here if additional sheet(s) is	person or entity, other than the ntrol interest in any <b>subcontra</b> e a separate sheet with all requ	applicant ctor listed ired inform	/provider, with 5
Name of Subcontractor in Part A			
Full legal name of person or entity in the Subcontractor	with ownership or control interes	est Ph	one number
Address (number, street)	City	State	ZIP code (9-digit)
What is this individual's role with th  5% or greater owner – Percent  Director/officer, title:  Is the above individual related to ar (Page 9)?  If yes, check the appropriate box ar  Spouse Parent Chi  Name of related individual:	of ownership:	er [] ( pecify): /, Table A ndividual. xplain): _	Managing employee
<ol><li>Full legal name of person or entity in the Subcontractor</li></ol>	with ownership or control intere	est Pho	one number
Address (number, street)	City	State	ZIP code (9-digit)
What is this individual's role with the 5% or greater owner – Percent of Director/officer, title:  Is the above individual related to an (Page 9)?  If yes, check the appropriate box an	of ownership:	er	All that apply.  Managing employee  Messer No
☐ Spouse ☐ Parent ☐ Child  Name of related individual:	d Sibling Other (ex	xplain):	

Do not leave any questions, boxes, lines, etc., blank.

V. SI	JBCONTRACTOR INFORMATION AND	SIGNIFICANT BUSINESS TR	ANSAC	TIONS (Co	ont.)
	Name of Subcontractor in Part A				
	Full legal name of person or entity we in the Subcontractor	vith ownership or control interes	st Pho	one number	
	Address (number, street)	City	State	ZIP code	(9-digit)
	What is this individual's role with the 5% or greater owner – Percent o Director/officer, title: Is the above individual related to an	f ownership: ☐ Partne ☐ Other (sp	r ∐ N ecify):	lanaging er	apply. nployee
	A (Page 9)? If yes, check the appropriate box an individual.	nd list the name of the related		Yes	☐ No
	☐ Spouse ☐ Parent ☐ Chile	d Sibling Other (ex	(plain):		
	Name of related individual:			and allowaters	
	Full legal name of person or entity vin the Subcontractor	with ownership or control intere	st Ph	one numbe	
	Address (number, street)	City	State	ZIP code	. 2.
	What is this individual's role with the 5% or greater owner – Percent of Director/officer, title:	of ownership:	r 🔲 N	Managing ei	apply. mployee
	Is the above individual related to an A (Page 9)?  If yes, check the appropriate box an individual.	y individual listed in Section IV	, Table	☐ Yes	□No
	☐ Spouse ☐ Parent ☐ Chil	ld Sibling Other (e	xplain):		
	Name of related individual:				
С	Has the applicant/provider had any signi wholly owned supplier or with any subcothe 5-year period immediately preceding	ntractor (not listed on Part A) d	th any uring	☐ Yes	■ No
	"Significant business transaction" means transactions that involve health care served telephone to the provision of services to Me one fiscal year, exceed the lesser of \$25 provider's total operating expenses.	vices, goods, supplies, or merc edi-Cal beneficiaries that, during	handise g any		
	"Wholly owned supplier" means a supplied held by an applicant or provider or by a pownership or control interest in an applicant	person, persons, or other entity	st is with ar	ì	

Do not leave any questions, boxes, lines, etc., blank.

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"Subcontractor" means an individual, as applicant or provider has contracted or functions or responsibilities of providing supplies to its patients. (b) With whom a into a contract, agreement, purchase or obtain space, supplies, equipment, or s Program.	delegated some of its many healthcare services, equal an applicant or provider harder, lease, or leases of reservices provided under the	inagement ipment or as entered	l v. to	
If <b>No</b> , please proceed to Section V, Par If <b>Yes</b> , complete the following information		iih aantaa at		
Subcontractor's or supplier's full leg		2. S	ubco	ontractor's or ier's phone numbe
<ol><li>Subcontractor's or supplier's addre (number, street)</li></ol>	ss City	Si	tate	ZIP code (9-digit
4. Describe the transaction(s):			_	
information (label "Additional Section"  Check here if additional sheet(s) is  List the name and address of each pers subcontractor (listed in Part C) with who involving health care services, goods, so	attached. Number of page son(s) with an <b>ownership</b> om the applicant or provide	ges attache or contro er has had	ed: _ ol int	iness transaction
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Do not leave any questions, boxes, lines, etc., blank.

Name of Subcontractor in Part C			
2. Full legal name of person or entity	with ownership or control	interest P	hone number
Address (number, street)	City	State	ZIP code (9-digit)
3. Full legal name of person or entity	with ownership or control	interest F	Phone number
Address (number, street)	City	State	ZIP code (9-digit)
/ todalogo (marrison) and any			
4. Full legal name of person or entity	with ownership or control	l interest F	Phone number

Proceed to Section VI.

Do not leave any questions, boxes, lines, etc., blank.

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٧	I. IN	NCONTINENCE SUPPLIES						
	m If	Does the applicant/provider intend to sell or currently sell incontinence  medical supplies?  If No, Pharmacy applicants/providers proceed to Section VII. All other  applicants/providers proceed to Section VIII.						
	If A.	f Yes, provide the following information:  A. List the names and addresses of all current sources of capital, as defined in CCR, Title 22, Section 51000.5.						
		If there is more than one source of c (label "Additional Section VI, Part A" ☐ N/A	capital, provide a separate s ).	sheet with all re	quired information			
		Check here if additional sheet(s)	is attached. Number of pa	ges attached:				
		Full legal name of person or entity w	ith ownership or control int	terest				
		Address (number, street)	City	State	ZIP code (9-digit)			
		tuna of husiness relationship relative	d other providers with whon	type of business relationship relative to the goods and services provided to Medi-Cal beneficiaries.  If there is more than one, provide a separate sheet with all required information (label "Additional Section VI, Part B").  N/A  Check here if additional sheet(s) is attached. Number of pages attached:				
		beneficiaries.  If there is more than one, provide a section VI, Part B").  N/A  Check here if additional sheet(s)	to the goods and services separate sheet with all requisions is attached. Number of page	uired information				
		beneficiaries.  If there is more than one, provide a section VI, Part B").  N/A	to the goods and services separate sheet with all requisions is attached. Number of page	uired information				
		beneficiaries.  If there is more than one, provide a section VI, Part B").  N/A  Check here if additional sheet(s)	to the goods and services separate sheet with all requisions is attached. Number of page	uired information				
		beneficiaries.  If there is more than one, provide a section VI, Part B").  N/A  Check here if additional sheet(s)  Full legal name of person or entity w	to the goods and services separate sheet with all requises attached. Number of parith ownership or control into City	ges attached: _ erest State	ziP code (9-digit)			
		beneficiaries.  If there is more than one, provide a section VI, Part B").  N/A  Check here if additional sheet(s)  Full legal name of person or entity w  Address (number, street)  List all persons or entities to which the defined in CCR, Title 22, Section 510 If there is more than one, provide a section VI, Part C").	separate sheet with all requises attached. Number of partith ownership or control into City  City  The applicant/provider has exponented to the control of \$5,000 or more, separate sheet with all requises.	ges attached: _ erest  State  xtended a line of	ZIP code (9-digit)			
		beneficiaries.  If there is more than one, provide a section VI, Part B").  N/A  Check here if additional sheet(s)  Full legal name of person or entity w  Address (number, street)  List all persons or entities to which the defined in CCR, Title 22, Section 510 If there is more than one, provide a section VI, Part C").	separate sheet with all requises attached. Number of partith ownership or control into City  City  The applicant/provider has exponented to the control of \$5,000 or more, separate sheet with all requises.	ges attached: _ erest  State  xtended a line of	ZIP code (9-digit)			
		beneficiaries.  If there is more than one, provide a section VI, Part B").  N/A  Check here if additional sheet(s)  Full legal name of person or entity we had a section CCR, Title 22, Section 510  If there is more than one, provide a section VI, Part C").  N/A  Check here if additional sheet(s) is considered.	separate sheet with all requises attached. Number of partith ownership or control into City  City  The applicant/provider has exponented to the control of \$5,000 or more, separate sheet with all requises.	ges attached: _ erest  State  xtended a line of	ZIP code (9-digit)			

- Pharmacy applicants/providers proceed to Section VII.
- All other applicants/providers proceed to Section VIII.

Do not leave any questions, boxes, lines, etc., blank.

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Α.	Has the individual license, certificate, or other approval to provide health care, of the <i>Pharmacist-in-Charge</i> , ever been suspended or revoked?			
	If yes, include copies of licensing authority decision(s) and written confirmation from them that his or her professional privileges have been restored and provide the following information:			
	Where Action(s) was Taken	Action(s) Taken	Effective Date(s) of Licensing Authority's Action(s)	
	Has the individual license, certificate, or other approval to provide health care, of the <i>Pharmacist-in-Charge</i> , ever been lost, or surrendered while a disciplinary hearing on his or her license was pending?  If yes, attach a copy of the written confirmation from the licensing authority that professional privileges have been restored and provide the following			
В.	care, of the <i>Pharmacist</i> -disciplinary hearing on his lf yes, attach a copy of the that professional privilege	in-Charge, ever been lost, or some or her license was pending? e written confirmation from the	surrendered while a Yes No	
В.	care, of the <i>Pharmacist</i> -disciplinary hearing on his	in-Charge, ever been lost, or some or her license was pending? e written confirmation from the	surrendered while a Yes No	
	care, of the <i>Pharmacist</i> -disciplinary hearing on his lif yes, attach a copy of the that professional privilege information:  Where Action(s) was Taken  Has any licensing author License of the <i>Pharmaci</i> If yes, include copies of li	in-Charge, ever been lost, or s s or her license was pending?  e written confirmation from the es have been restored and pro  Action(s) Taken  ity ever disciplined the Board of	e licensing authority vide the following  Effective Date(s) of Licensing Authority's Action(s)  of Pharmacy	

· Proceed to Section VIII.

Do not leave any questions, boxes, lines, etc., blank.

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#### VIII. DECLARATION AND SIGNATURE PAGE

I declare under penalty of perjury under the laws of the State of California that the foregoing information in this document and any attachments is true, accurate, and complete to the best of my knowledge and belief.

I declare that I have the authority to legally bind the applicant or provider pursuant to Title 22, CCR Section 51000.30(a)(2)(B).

1. Printed legal name of applicant/provider

Los Angeles County Office of Education

Printed name of person signing this declaration with authority to legally bind the applicant or provider (if an entity or business name is listed in Item above)

Patricia Smith

aB

Original signature of the applicant, provider or the person with authority to legally bind the applicant or provider (in ink)

Jarrier Smith

4. Title of person signing this declaration

Chief Financial Officer

5. Executed at: Downey CA on Mar 4, 2020 (City) (State) (Date)

6. Notary Public:

Applicants and providers licensed pursuant to Division 2 (commencing with Section 500) of the Business and Professions Code, the Osteopathic Initiative Act, or the Chiropractic Initiative Act **ARE NOT REQUIRED** to have this form notarized. If notarization is required, the Certificate of Acknowledgement signed by the Notary Public must be in the form specified in Section 1189 of the Civil Code.

Do not leave any questions, boxes, lines, etc., blank.

Department of Health Care Services

#### PRIVACY STATEMENT

(Civil Code Section 1798 et seq.)

All information requested on the Application, the disclosure statement, and the provider agreement is mandatory. This information is required by the California Department of Health Care Services and any other California State Departments that are delegated responsibility to administer the Medi-Cal program, by the authority of the Welfare and Institutions Code, Sections 14043 - 14043.75, the California Code of Regulations, Title 22, Sections 51000 – 51451 and the Code of Federal Regulations, Title 42, Part 455. The consequences of not supplying the mandatory information requested are denial of enrollment as a Medi-Cal provider or denial of continued enrollment as a provider and deactivation of all provider numbers used by the provider to obtain reimbursement from the Medi-Cal program. Some or all of this information may also be provided to the California State Controller's Office, the California Department of Justice, the California Department of Consumer Affairs, the California Department of Corporations, the California Franchise Tax Board or other California state or local agencies as appropriate, fiscal intermediaries, managed care plans, the Federal Bureau of Investigation, the Internal Revenue Service, Medicare Fiscal Intermediaries, Centers for Medicare and Medicaid Services, Office of the Inspector General, Medicaid, or as required or permitted by law. For more information or access to records containing your personal information maintained by this agency, contact the Provider Enrollment Division at (916) 323-1945.

Do not leave any questions, boxes, lines, etc., blank.

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#### SECURITY CONTROLS

#### I. Personnel Controls

- A. Employee Training. All workforce members who assist in the performance of functions or activities on behalf of DHCS, or access or disclose DHCS protected health information (PHI) or personal information (PI) must complete information privacy and security training, at least annually, at Business Associate's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.
- B. Employee Discipline. Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
- C. Confidentiality Statement. All persons that will be working with DHCS PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to DHCS PHI or PI. The statement must be renewed annually. The User shall retain each person's written confidentiality statement for DHCS inspection for a period of six (6) years following contract termination.
- D. Background Check. Before a member of the workforce may access DHCS PHI or PI, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. The User shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

### II. Technical Security Controls

- A. Workstation/Laptop encryption. All workstations and laptops that process and/or store DHCS PHI or PI must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the DHCS Information Security Office
- B. Server Security. Servers containing unencrypted DHCS PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- C. Minimum Necessary. Only the minimum necessary amount of DHCS PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.

Security Controls 2/15

#### SECURITY CONTROLS

- D. Removable media devices. All electronic files that contain DHCS PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smartphones, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.
- E. Antivirus software. All work force members who are responsible for workstations, laptops and other systems that process and/or store DHCS PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- F. Patch Management. All workforce members who are responsible for workstations, laptops and other systems that process and/or store DHCS PHI or PI must apply critical security patches, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release. Applications and systems that cannot be patched due to operational reasons must have compensatory controls implemented to minimize risk, where possible.
- G. User IDs and Password Controls. All users must be issued a unique user name for accessing DHCS PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
  - Upper case letters (A-Z)
  - Lower case letters (a-z)
  - Arabic numerals (0-9)
  - Non-alphanumeric characters (punctuation symbols)
- H. Data Destruction. When no longer needed, all DHCS PHI or PI must be cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the PHI or PI cannot be retrieved.
- System Timeout. The system providing access to DHCS PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- J. Warning Banners. All systems providing access to DHCS PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.

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#### SECURITY CONTROLS

- K. System Logging. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DHCS PHI or PI, or which alters DHCS PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If DHCS PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- L. Access Controls. The system providing access to DHCS PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.
- M. Transmission encryption. All data transmissions of DHCS PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PHI or PI in motion such as website access, file transfer, and E-Mail.
- N. Intrusion Detection. All systems involved in accessing, holding, transporting, and protecting DHCS PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

#### III. Audit Controls

- A. System Security Review. Contractor must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing DHCS PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
- B. Log Reviews. All systems processing and/or storing DHCS PHI or PI must have a routine procedure in place to review system logs for unauthorized access.
- C. Change Control. All systems processing and/or storing DHCS PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

#### SECURITY CONTROLS

### IV. Business Continuity / Disaster Recovery Controls

- A. Emergency Mode Operation Plan. Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic DHCS PHI or PI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.
- B. Data Backup Plan. Contractor must have established documented procedures to backup DHCS PHI to maintain retrievable exact copies of DHCS PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data.

### V. Paper Document Controls

- A. Supervision of Data. DHCS PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DHCS PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. Escorting Visitors. Visitors to areas where DHCS PHI or PI is contained shall be escorted and DHCS PHI or PI shall be kept out of sight while visitors are in the area.
- C. Confidential Destruction. DHCS PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.
- D. Removal of Data. DHCS PHI or PI must not be removed from the premises of the Contractor except with express written permission of DHCS.
- E. Faxing. Faxes containing DHCS PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
- F. Mailing. Mailings of DHCS PHI or PI shall be sealed and secured from damage or inappropriate viewing of PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of DHCS PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of DHCS to use another method is obtained.

Security Controls 2/15

### NOTIFICATION OF BREACH

#### A. Definitions

- Breach shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations and the Final Omnibus Rule.
- Electronic Health Record shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C section 17921 and implementing regulations.
- Electronic Protected Health Information (ePHI) means individually identifiable health information transmitted by electronic media or maintained in electronic media, as set forth in 45 CFR section 160.103.
- Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer or health care clearinghouse, and relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, as set forth under 45 CFR section 160.103.
- Privacy Rule shall mean the HIPAA Regulations that are found at 45 CFR Parts 160 and 164, Subparts A, D and E.
- Personal Information shall have the meaning given to such term in Civil Code section 1798.29.
- Protected Health Information means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as set forth in 45 CFR section 160.103.
- Required by law, as set forth in 45 CFR section 164.103, means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

- 9. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, loss or destruction of PHI or PI, or confidential data that is essential to the ongoing operation of the User's organization and intended for internal use; or interference with system operations in an information system.
- Secretary means the Secretary of the U.S. Department of Health and Human Services (HHS) or the Secretary's designee.
- Security Rule shall mean the HIPAA regulations that are found at 45 CFR Part 164, Subparts A and C.
- 12. Unsecured PHI shall have the meaning given to such term under the HITECH Act, 42 U.S.C. section 17932(h), any guidance issued pursuant to such Act, the HIPAA regulations and the Final Omnibus Act.

## B. Breaches and Security Incidents:

1. Notice to DHCS. (1) To notify DHCS immediately upon the discovery of a suspected security incident that involves data provided to DHCS by the Social Security Administration. This notification will be by telephone call plus email or fax upon the discovery of the breach. (2) To notify DHCS within 24 hours by email or fax of the discovery of unsecured PHI or PI in electronic media or in any other media if the PHI or PI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Business Associate as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Business Associate.

Notice shall be provided to the DHCS Program Contract Manager, the DHCS Privacy Officer and the DHCS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves data provided to DHCS by the Social Security Administration, notice shall be provided by calling the DHCS EITS Service Desk. Notice shall be made using the "DHCS Privacy Incident Report" form, including all information known at the time. Business Associate shall use the most current version of this form, which is posted on the DHCS Privacy Office website (<a href="https://www.dhcs.ca.gov">www.dhcs.ca.gov</a>, then select "Privacy" in the left column and then "Business Use" near the middle of the page) or use this link:

http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI, Business Associate shall take:

 a. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and

Notification of Breach 2/15

- b. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- Investigation and Investigation Report. To immediately investigate such security incident, breach, or unauthorized access, use or disclosure of PHI or PI. Within 72 hours of the discovery, User shall submit an updated "DHCS Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer.
- Complete Report. To provide a complete report of the investigation to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. If all of the required information was not included in either the initial report, or the Investigation Report, then a separate Complete Report must be submitted. The report shall be submitted on the "DHCS Privacy Incident Report" form and shall include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that listed on the "DHCS Privacy Incident Report" form, User shall make reasonable efforts to provide DHCS with such information. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "DHCS Privacy Incident Report" form.
- 4. Notification of Individuals. If the cause of a breach of PHI or PI is attributable to User or its subcontractors, agents or vendors, User shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The notifications shall comply with the requirements set forth in 42 U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days. The DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.
- Responsibility for Reporting of Breaches. If the cause of a breach of PHI or PI is attributable to User or its agents, subcontractors or vendors, and User is a Covered Entity as defined under HIPAA and the HIPAA regulations, User is responsible for all required reporting of the breach as specified in 42 U.S.C. section 17932 and its implementing regulations, including notification to media outlets and to the Secretary. If a breach of unsecured PHI involves more than 500 residents of the State of California or jurisdiction, User shall notify the Secretary of the breach immediately upon discovery of the breach. If User has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to DHCS in addition to User, User shall notify DHCS, and DHCS and User may take appropriate action to prevent duplicate reporting. The breach reporting requirements of this paragraph are in addition to the reporting requirements set forth in subsection 1, above.

6. **Contact Information**. To direct communications to the above referenced staff, the User shall initiate contact as indicated herein. The parties reserve the right to make changes to the contact information below by giving written notice to the User. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

DHCS Program Point of Contact	DHCS Privacy Officer	DHCS Information Security Officer
See the Data Use Agreement for Program Point of Contact information	Privacy Officer c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413
	Email:  privacyofficer@dhcs.ca.gov Fax: (916) 440-7680  Telephone: (916) 445-4646	Email: iso@dhcs.ca.gov Fax: (916) 440-5537 Telephone: ITSD Service Desk (916) 440-7000 or (800) 579-0874

# DEPARTMENT OF HEALTH CARE SERVICES CERTIFICATE OF DESTRUCTION OF CONFIDENTIAL DATA

Vi.		
1.	am employed or contracted by Los Angeles County Office of Education	(Name of
	User) as a(n) Business Advisory Services Coordinator (occupation/description).	
l)	Pursuant to the attached Data Use Agreement (DUA) between the DEPA HEALTH CARE SERVICES (DHCS) and Los Angeles County Office of Education received and acted as custodian of the data described in Attachment A of	(Name of User),
0.1	The purpose for receiving the data described in Attachment A has been n with Section 10 of the DUA, all data described in Attachment A received puly 1, 2022, has been destroyed by	net. In compliance prior to
	(method of destruction) on(o	late of destruction)
	Please note that if the User is undergoing a DHCS review or audit, or is considered an appeal, for any fiscal year prior to July 1, 2014, it must main in Attachment A in full until all outstanding audit issues are resolved and a settlement is received, or the appeal is settled.	ntain data described
	Signature of Custodian	

Certificate of Destruction 7/22

#### DEPARTMENT OF HEALTH CARE SERVICES

## NOTIFICATION OF CHANGE TO CUSTODIAN INFORMATION

In order to secure data and documents that reside in DHCS' Medi-Cal system of records, to ensure the integrity, security, and confidentiality of such data and documents, and to permit only appropriate disclosure and use as may be permitted by law, DHCS entered into a Data Use Agreement (DUA) with the following User:

User Name: Los Angeles County Office of Education

This form shall be used to notify DHCS when the below named custodial entity changes contact information or when the name of the person acting as custodian for a custodial entity has changed.

The custodian information in Section 3 of the DUA has changed. The updated section is as follows:

Name of Custodian of Files:	
Title/Component:	
Company/Organization:	
Address:	
Phone Number:	
Email Address:	
Signature:	
Date:	

DUA No. 2019-LGFD-SMAA

## School-Based Medi-Cal Administrative Activities (SMAA) Program Frequently Asked Questions Regarding Form DHCS 6207 & 6208

#### Section One (I)

- 1 Fictitious Business name, what does it mean?
  - a. A fictitious business name is any fictitious, false, or assumed name, or any name other than his or her own by a licensee either alone, in conjunction with a partnership or group, or as the name of a professional corporation, in any public communication, advertisement, sign, or announcement of his or her practice.
    - i. Does your LEC/LGA use a fictitious Business name?
      - 1. If yes, please input it on the form.
      - If no, please select N/A.
- Doing business as name, what does it means?
  - a. "Doing Business As" is the name that the business is operating under, this may or may not be the same as the legal name as reported with the IRS.
    - i. Does your LEC/LGA use a "Doing Business As" name?
      - 1. If yes, please input it on the form.
      - 2. If no, then please select N/A.
  - 3. Section 1, sub-section G is for address where services are rendered or provided. If the providers are the LEC/LGA's public health nurses and are stationed in various regional offices throughout the County, what address should we place on the address line?
    - a. All addresses need to be consistent for business, mailing, and pay-to.
  - 4. Section 1, subsection I is for all fines/debts to and owed by applicant/provider to any federal, state, or local government that relate to Medicare, Medicaid and all other federal and state health care programs are all debts/fines required to be listed. Do we need to disclose this information into the form?
    - a. Yes, all fines/debts due and owing by the applicant/provider to any federal, state, or local government that relate to Medicare, Medicaid and all other federal and state health care programs must be disclosed.
  - 5. Do we need to state whether individual licenses have ever been suspended or revoked? Does this question pertain to the public health nurses?
    - a. Yes, list all licenses that are suspended or revoked.
    - This question pertains to the Applicant/Provider.
  - 6. If the licenses have been suspended or revoked, is it adequate to answer this question with a statement such as: the LEC/LGA's Human Resources department performs regular exclusion and debarment checks on all licensed individuals?
    - a. No, this question requires a "yes" or "no" response. If yes, please attach copies of the licensing authority's decision and written confirmations verifying that your professional privileges have been restored.

## School-Based Medi-Cal Administrative Activities (SMAA) Program Frequently Asked Questions Regarding Form DHCS 6207 & 6208

- 7. Section 1, sub-section G asks for the address where services are rendered or provided. If a LEC/LGA uses a Community Based Organization (CBO), would that be the CBO's address?
  - a. Form 6207 relates to the Provider and in this case the LEC/LGA is the provider.

### Section Three (III)

- 8. Section 3 referrers to the interest in the provider, is it adequate to have "none" specified in this area?
  - a. If this section does not apply to your LEC/LGA please check the corresponding box that represents the section that does not apply at the top of the page.

### Section Four (IV)

- 9. Section 4 sub-section A, page seven requests for the name of the signer to be listed, is it also recommended for the LEC/LGA Coordinators name to be listed here?
  - a. Yes, enter the name of the individual signing Form 6207 and the LEC/LGA Coordinator for the LEC/LGA. Percent of ownership would be listed and can be 0% if appropriate for the LEC/LGA. Enter the NPI if applicable, and enter information where applicable on Parts B and C for each name entered in Part A.
  - b. If enrolling as a LEC/LGA, providers must report all day to day managing employees of the applicant/provider in this section.
  - c. Please note, a "managing employee" means a general manager, business manager, administrator, director, or other individual who exercises operational or managerial control, or who directly or indirectly conducts the day-to-day operation of an applicant or provider.

### Section Five (V)

- 10. What is the intention of Section 5, sub-section C?
  - a. The intention of this section if to have an area for the LEC/LGA subcontractors providing SMAA to be defined and listed.
- 11. Does Form 6207 have to be resubmitted in its entirety each time a new subcontracted provider of SMAA is established through the LEC/LGA?
  - a. No, Any time during the Fiscal Year you can update subcontractor information by completing the Medi-Cal Supplemental Changes form (DHCS 6209). Form 6209 is located at: http://files.medi-cal.ca.gov/pubsdoco/forms.asp

## School-Based Medi-Cal Administrative Activities (SMAA) Program Frequently Asked Questions Regarding Form DHCS 6207 & 6208

- Form 6209, page 17 item 37 is to report changes for subcontractors Attach relevant pages from form 6207.
- 12. There is not adequate space for the number of contracted providers, can the LEC/LGA add pages to cover each contracted provider? Where is it acceptable for these additional pages to be placed?
  - a. To report additional subcontractors you may add an unlimited number of additional pages. These pages may be placed behind the corresponding pages of the particular section.
- 13. Will it be necessary for each contracted provider to provide the information in the related subsections of the disclosure statement? We anticipate this to take additional time to retrieve the information. Will DHCS consider allowing LEC/LGAs to submit the Medi-Cal Disclosure Statement (DHCS 6207) separately from the SMAA PPA?
  - The DHCS 6207 form is part of the SMAA Provider Participation Agreement (PPA) and needs to be submitted with the PPA.

#### Miscellaneous

- 14. If a LEC/LGA is stating that they have already filled out and submitted the form to DHCS, should we accept this previously filed version and make a copy to save with our PPA?
  - a. Form 6207 must be completed for the purposes of SMAA and not the LEC/LGA as a whole as this form is part of the SMAA PPA.

# School Based Medi-Cal Administrative Activities ADDENDUM TO PROGRAM PARTICIPATION AGREEMENT

LEC/LGA Name: Los Angeles County Office of Education (COE) EVERGREEN PA

The Department of Health Care Services (DHCS) and Los Angeles COE agree that effective July 1, 2021, this addendum updates the Los Angeles COE Program Participation Agreement (PA), by adding in Article XIV to the PA. This Amendment adds the following Article to read as follows:

#### **ARTICLE XIV – ALTERNATIVE FORMATTING**

- A. Los Angeles (COE) assures the state that it complies with the Americans with Disabilities Act (ADA), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- B. Los Angeles (COE) will ensure that deliverables developed and produced pursuant to this Agreement comply with federal and state laws, regulations or requirements regarding accessibility and effective communication, including the Americans with Disabilities Act (42 U.S.C. § 12101, et. seq.), which prohibits discrimination on the basis of disability, and section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794 (d)). Specifically, electronic and printed documents intended as public communications must be produced to ensure the visual-impaired, hearing-impaired, and other special needs audiences are provided material information in the formats needed to provide the most assistance in making informed choices. These formats include but are not limited to braille, large font, and audio.

Except as amended herein, all other terms and conditions of the PA shall remain in full force and effect.

LEC/LGA Name: Los Angeles County Office of Education (COE)
Jamus Smith
Signature of Authorized Representative
Patricia Smith
Print Name of Authorized Representative
Chief Financial Officer
Title of Authorized Representative
9300 Imperial Hwy., Downey, CA 90242
Address
Aug 3, 2021
Date
California Department of Health Care Services
Paging Agang
Regina Jerne
Signature of Authorized Representative
Regina Zerne, Chief, School-Based Medi-Cal Claiming Services Section, on behalf of Brian Fitzgerald
Print Name of Authorized Representative
Chief, Local Governmental Financing Division Title
Department of Health Care Services
Name of Department
1501 Capitol Avenue, MS 2628, Sacramento, CA 95899-7413
Address
November 22, 2021
Date

# DEPARTMENT OF HEALTH CARE SERVICES ADDENDUM TO AGREEMENT FOR DISCLOSURE AND USE OF MEDI-CAL DATA

User Name: [Insert LEC Name] LO	S ANGELES COUNTY OFFICE OF EDUCATION
The Department of Health Care Se	ervices (DHCS) and LOS ANGELES COUNTY agree, effective August 1, 2023, this
addendum amends the Agreemen	t for Disclosure and Use of Medi-Cal

- The Parties mutually agree that data files furnished by DHCS will be used solely for the following purposes:
- a. To allow the Local Educational Consortia (LEC) to verify the Medi-Cal eligibility of beneficiaries in order to establish the Medi-Cal Eligibility Ratio (MER). The data listed in Attachment A is the minimum amount needed for this purpose.
- b. To allow the LEC to share Alternative Format request information with the Local Education Agencies (LEAs) that participate in their SMAA consortium for the purpose of relaying information about the Alternative Format requests involving that LEA's students.

Further, this addendum incorporates the most recent amended Attachment A: Data Match Record Layout into the Agreement for Disclosure and Use of Medi-Cal Data, enclosed herein.

Except as amended herein, all other terms and conditions of the Agreement for Disclosure and Use of Medi-Cal Data shall remain in full force and effect.

The undersigned individual hereby attests that he/she is authorized to enter into this Agreement on behalf of the User and agrees to the terms of the addendum.

User Name: _	LOS ANGELES COUNTY OFFICE OF EDUCATION
Karen Kimm	el
Print Name of	Authorized Representative

Title of Authorized Representative

9300 Imperial Highway, Downey, CA 90242

Address

Signature of Authorized Representative

Aug 21, 2023

Date

The undersigned individual hereby attests that she is authorized to enter into this Agreement on behalf of DHCS and agrees to the terms of the addendum.

Tara Gutierrez Staff Services Manager I, School Based Medi-Cal Administrative Activities Unit Medi-Cal Claiming Services Section Local Governmental Financing Division Department of Health Care Services 1501 Capitol Avenue, MS 2628 Sacramento, California 95899-7413

Tara Gutierrez
Signature of DHCS Representative

Enclosure: Attachment A: Data Match Record Layout

## DEPARTMENT OF HEALTH CARE SERVICES DATA USE AGREEMENT Attachment A

#### DATA MATCH RECORD LAYOUT

The following table illustrates the Data Match Record Layout output file. Please note that the first 105 characters are the return record of the input data provided by the LEC. Output fields include return of the input (positions 1-105) and output (positions 106-412) records.

Social Security Number	FIELD	SIZE	POSITION
Last Name			
First Name         15         30-44           Middle Initial         1         45           Date of Birth (CCYYMMDD)         8         46-53           Sex         1         54           Provider Id         9         55-63           School Name         20         64-83           User data         20         84-103           County Code         2         104-105           Beneficiary Identification Card         14         106-119           Number         8         120-127           Beneficiary Identification Card Issue         8         120-127           Date (CCYYMMDD)         1         134           Filler         6         128-133           Match Indicator         1         134           Record Eligibility Indicator         1         135           Filler         1         136           Current Month Data         9         137-145           Eligibility Indicator         1         137           Share of Cost Amount         5         138-142           Cert Day         2         143-144           OHC Indicator         1         146           Share of Cost Amount         5	-	20	
Middle Initial         1         45           Date of Birth (CCYYMMDD)         8         46-53           Sex         1         54           Provider Id         9         55-63           School Name         20         64-83           User data         20         84-103           County Code         2         104-105           Beneficiary Identification Card         14         106-119           Number         8         120-127           Beneficiary Identification Card Issue Date (CCYYMMDD)         8         120-127           Filler         6         128-133           Match Indicator         1         134           Record Eligibility Indicator         1         135           Filler         1         136           Current Month Data         9         137-145           Eligibility Indicator         1         137           Share of Cost Amount         5         138-142           Cert Day         2         143-144           OHC Indicator         1         146           Share of Cost Amount         5         147-151           Cert Day         2         152-153           OHC Indicator			30-44
Date of Birth (CCYYMMDD)   8   46-53	Middle Initial	1	45
Sex		8	46-53
School Name   20		1	54
School Name   20	Provider Id	9	55-63
County Code         2         104-105           Beneficiary Identification Card         14         106-119           Number         8         120-127           Beneficiary Identification Card Issue Date (CCYYMMDD)         8         120-127           Filler         6         128-133           Match Indicator         1         134           Record Eligibility Indicator         1         135           Filler         1         136           Current Month Data         9         137-145           Eligibility Indicator         1         137           Share of Cost Amount         5         138-142           Cert Day         2         143-144           OHC Indicator         1         145           History Data – January (Given Year)         9         146-154           Eligibility Indicator         1         146           Share of Cost Amount         5         147-151           Cert Day         2         152-153           OHC Indicator         1         154           History Data – February (Given Year)         9         155-163           Eligibility Indicator         1         156           Share of Cost Amount         5		20	64-83
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Number   Beneficiary Identification Card Issue Date (CCYYMMDD)   Bute (CCYYMDD)   Bute (CCYYMD)   Bute (CCYYMDD)   Bute (CCYYMD)	County Code	2	104-105
Beneficiary Identification Card Issue Date (CCYYMMDD)	Beneficiary Identification Card	14	106-119
Date (CCYYMMDD)         1           Filler         6         128-133           Match Indicator         1         134           Record Eligibility Indicator         1         135           Filler         1         136           Current Month Data         9         137-145           Eligibility Indicator         1         137           Share of Cost Amount         5         138-142           Cert Day         2         143-144           OHC Indicator         1         145           History Data – January (Given Year)         9         146-154           Eligibility Indicator         1         146           Share of Cost Amount         5         147-151           Cert Day         2         152-153           OHC Indicator         1         154           History Data – February (Given Year)         9         155-163           Eligibility Indicator         1         155           Share of Cost Amount         5         156-160           Cert Day         2         161-162           OHC Indicator         1         163           History Data – March (Given Year)         9         164-172           Eligi			
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Share of Cost Amount         5         156-160           Cert Day         2         161-162           OHC Indicator         1         163           History Data – March (Given Year)         9         164-172           Eligibility Indicator         1         164           Share of Cost Amount         5         165-169           Cert Day         2         170-171	History Data - February (Given Year)	9	155-163
Cert Day       2       161-162         OHC Indicator       1       163         History Data – March (Given Year)       9       164-172         Eligibility Indicator       1       164         Share of Cost Amount       5       165-169         Cert Day       2       170-171	Eligibility Indicator	1	155
OHC Indicator         1         163           History Data – March (Given Year)         9         164-172           Eligibility Indicator         1         164           Share of Cost Amount         5         165-169           Cert Day         2         170-171	Share of Cost Amount	5	156-160
History Data – March (Given Year)       9       164-172         Eligibility Indicator       1       164         Share of Cost Amount       5       165-169         Cert Day       2       170-171	Cert Day	2	161-162
Eligibility Indicator         1         164           Share of Cost Amount         5         165-169           Cert Day         2         170-171		1	163
Eligibility Indicator         1         164           Share of Cost Amount         5         165-169           Cert Day         2         170-171	History Data - March (Given Year)	9	164-172
Cert Day 2 170-171		1	164
7	Share of Cost Amount	5	165-169
OHC Indicator 1 172	Cert Day	2	170-171
	OHC Indicator	1	172

## DEPARTMENT OF HEALTH CARE SERVICES DATA USE AGREEMENT Attachment A

#### DATA MATCH RECORD LAYOUT

The following table illustrates the Data Match Record Layout output file. Please note that the first 105 characters are the return record of the input data provided by the LEC. Output fields include return of the input (positions 1-105) and output (positions 106-412) records.

History Data – April (Given Year) Eligibility Indicator Share of Cost Amount	9 1 5 2	POSITION 173-181 173 174-178
Eligibility Indicator Share of Cost Amount	2	173
Share of Cost Amount	2	174-178
Cert Day		179-180
	1	181
	9	182-190
	1	182
	5	183-187
Cert Day	2	188-189
OHC Indicator	1	190
	9	191-199
	1	191
	5	192-196
Cert Day	2	197-198
OHC Indicator	1	199
History Data – July (Given Year)	9	200-208
Eligibility Indicator	1	200
Share of Cost Amount	5	201-205
Cert Day	2	206-207
OHC Indicator	1	208
History Data – August (Given Year)	9	209-217
Eligibility Indicator	1	209
Share of Cost Amount	5	210-214
Cert Day	2	215-216
OHC Indicator	1	217
History Data - September (Given Year)	9	218-226
Eligibility Indicator	1	218
Share of Cost Amount	5	219-223
Cert Day	2	224-225
OHC Indicator	1	226
History Data – October (Given Year)	9	227-235
Eligibility Indicator	1	227
	5	228-232
	2	233-234
	1	235
	9	236-244
	1	236
	5	237-241
Cert Day	2	242-243

## DEPARTMENT OF HEALTH CARE SERVICES DATA USE AGREEMENT Attachment A

#### DATA MATCH RECORD LAYOUT

The following table illustrates the Data Match Record Layout output file. Please note that the first 105 characters are the return record of the input data provided by the LEC. Output fields include return of the input (positions 1-105) and output (positions 106-412) records.

FIELD	SIZE	POSITION
OHC Indicator	1	244
History Data – December (Given Year)	9	245-253
Eligibility Indicator	1	245
Share of Cost Amount	5	246-250
Cert Day	2	251-252
OHC Indicator	1	253
Meds Current Date CCYYMMDD	8	254-261
FFP Eligibility	1	262-262
Type of alternative format requested	41	263-303
History Data - January (Given Year)	9	304-312
Eligibility Indicator	1	304
Share of Cost Amount	5	305-309
Cert Day	2	310-311
OHC Indicator	1	312
History Data - February (Given Year)	9	313-321
Eligibility Indicator	1	313
Share of Cost Amount	5	314-318
Cert Day	2	319-320
OHC Indicator	1	321
History Data - March (Given Year)	9	322-330
Eligibility Indicator	1	322
Share of Cost Amount	5	323-327
Cert Day	2	328-329
OHC Indicator	1	330
History Data - April (Given Year)	9	331-339
Eligibility Indicator	1	331
Share of Cost Amount	5	332-336
Cert Day	2	337-338
OHC Indicator	1	339
History Data – May (Given Year)	9	340-348
Eligibility Indicator	1	340
Share of Cost Amount	5	341-345
Cert Day	2	346-347
OHC Indicator	1	348
History Data - June (Given Year)	9	349-357
Eligibility Indicator	1	349
Share of Cost Amount	5	350-354
Cert Day	2	355-356
OHC Indicator	1	357

# DEPARTMENT OF HEALTH CARE SERVICES DATA USE AGREEMENT Attachment A

#### DATA MATCH RECORD LAYOUT

The following table illustrates the Data Match Record Layout output file. Please note that the first 105 characters are the return record of the input data provided by the LEC. Output fields include return of the input (positions 1-105) and output (positions 106-412) records.

FIELD	SIZE	POSITION
History Data – July (Given Year)	9	358-366
Eligibility Indicator	1	358
Share of Cost Amount	5	359-363
Cert Day	2	364-365
OHC Indicator	1	366
History Data – August (Given Year)	9	367-375
Eligibility Indicator	1	367
Share of Cost Amount	5	368-372
Cert Day	2	373-374
OHC Indicator	1	375
History Data - September (Given Year)	9	376-384
Eligibility Indicator	1	376
Share of Cost Amount	5	377-381
Cert Day	2	382-383
OHC Indicator	1	384
History Data - October (Given Year)	9	385-393
Eligibility Indicator	1	385
Share of Cost Amount	5	386-390
Cert Day	2	391-392
OHC Indicator	1	393
History Data - November (Given Year)	9	394-402
Eligibility Indicator	1	394
Share of Cost Amount	5	395-399
Cert Day	2	400-401
OHC Indicator	1	402
History Data - December (Given Year)	9	403-411
Eligibility Indicator	1	403
Share of Cost Amount	5	404-408
Cert Day	2	409-410
OHC Indicator	1	411
Filler	1	412

# DEPARTMENT OF HEALTH CARE SERVICES SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA) PROGRAM AGREEMENT FOR DISCLOSURE AND USE OF DHCS DATA

This Agreement addresses the conditions under which the California Department of Health Care Services (DHCS) will disclose and Office of Education. (User(s)) will obtain and use data file(s) as set out in Attachment A. This Agreement supplements any agreements between the parties with respect to the use of information from data and documents and overrides any contrary instructions, directions, agreements, or other understandings in or pertaining to any other prior communication from DHCS or any of its components with respect to the data specified in this Agreement. The terms of this Agreement may be changed only by a written modification to this Agreement or by the parties entering into a new agreement. The parties agree further those instructions or interpretations issued to User(s) concerning this Agreement, and the data and documents specified herein, shall not be valid unless issued in writing by the DHCS point-of-contact specified in Section 2 or the DHCS signatory to this Agreement shown in Section 21.

The parties mutually agree that the following named individuals are designated as "Custodians of the Files" on behalf of User(s) and shall be responsible for the observance of all conditions of use and for establishment and maintenance of security arrangements as specified in this Agreement to prevent unauthorized use or disclosure. User(s) agree to notify DHCS within fifteen (15) days of any change to the custodianship information.

Jessica Jacobs
 (Name of Custodian of Files)
Business Advisory Services Coordinator
(Title/Component)
Los Angeles County Office of Education
(Company/Organization)
9300 Imperial Hwy., Downey, CA 90242
(Company Address)

2. The parties mutually agree that the following named individual will be designated as "point-of-contact" for the Agreement on behalf of DHCS.

# Tara Gutierrez (Name of Contact) Unit Chief/ SMAA Program (Title/Component) 916-345-8334/ Tara.Gutierrez@dhcs.ca.gov (Phone Number/ E-mail Address)

- The parties mutually agree that Attachment A: Data Match Record Layout is part of this Agreement.
- 4. The parties mutually agree, and in furnishing data files hereunder DHCS relies upon such agreement, that such data file(s) will be used solely for the following purpose:
  - a. To allow the LEC to verify the Medi-Cal eligibility of beneficiaries in order to establish the Medi-Cal Eligibility Ratio (MER). The data listed in Attachment A is the minimum amount needed for this purpose.
  - b. To allow the LEC to know when an enrolled Medi-Cal beneficiary has requested to receive Medi-Cal information in an alternative format.
  - c. To allow the LEC to share Alternative Format request information with the LEAs that participate in their SMAA consortium for the purpose of relaying information about the Alternative Format requests involving that LEA's students.
- Some of the data specified in this Agreement may constitute Protected Health Information (PHI) under federal law and/or personal information (PI) under state law.
  - a. The parties mutually agree that the creation, receipt, maintenance, transmittal, and disclosure of data from DHCS containing PHI shall be subject to the Health Insurance Portability and Accountability Act of 1996 and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 (collectively and as used in this Agreement, HIPAA.). User(s) agree(s) to provide the same, or greater, level of security to DHCS data that would be required if User(s) were a Covered Entity under HIPAA, regardless of whether User is or is not a Covered Entity.
  - User(s) agree(s) to comply with the privacy and security standards set forth in applicable State or federal laws to the extent such standards provide a

greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose DHCS data is covered under this Agreement. Examples of laws that provide additional and/or stricter privacy protections include but are not limited to the California Information Practices Act, Civil Code section 1798 – 1798.78 Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and Health and Safety code section 11845.5.

- c. User(s) acknowledge that they must abide by all laws applicable to the privacy and disclosure of PHI and/or PI and agree that User(s) will not use DHCS data for any purpose other than that stated in Section 4 of this Agreement. User(s) also acknowledge they will not use or disclose any DHCS data, by itself or in combination with any other data from any source, whether publicly available or not, to individually identify any person to anyone other than DHCS as provided for in this Agreement.
- 6. The following definitions shall apply to this Agreement. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms have in the HIPAA regulations or other applicable law. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.
  - Breach shall have the meaning given to such term under HIPAA and the California Information Practices Act.
  - b. As used in this Agreement and unless otherwise stated, the term "PHI" refers to and includes both "PHI" as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.
  - c. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PI or of other confidential data that is essential to the ongoing operation of User(s)' organization and intended for internal use, or interference with system operations in an information system.
  - d. Unsecured PHI shall have the meaning given to such term under HIPAA.
  - e. DHCS data means all data provided by DHCS pursuant to this Agreement as well as all data derived from such data, inclusive of de-identified data.
- 7. User(s) represent and warrant that, except as DHCS authorizes in writing, User(s) shall not disclose, release, reveal, show, sell, rent, lease, loan, or otherwise grant access to the data covered by this Agreement to any person, company, or organization. User(s) agrees that, within User(s)' organizations, access to the data covered by this Agreement shall be limited to the minimum number of individuals

- necessary to achieve the purpose stated in this Agreement and to those individuals on a need-to-know basis only. User(s) shall not use or further disclose the information other than is permitted by this Agreement or as otherwise required by law. User(s) shall not use the information to identify or contact any individuals.
- 8. User(s) agree to notify DHCS within 30 days of the completion of the purpose specified in Section 4. Upon such completion, User(s) shall destroy all electronic data files with DHCS data by wiping such data using Department of Defense standards or as approved by DHCS. User(s) shall destroy all paper documents with DHCS data by using a confidential method of destruction, such as crosscut shredding or contracting with a company that specializes in confidential destruction of documents. User(s) shall certify the destruction of the file(s) in writing and send a copy of this certification to the DHCS point-of-contact listed in Section 2 within 30 days of the destruction. User(s) agree that no DHCS data, including but not limited to parts or copies thereof as well as files derived from DHCS data (electronic, hardcopy or otherwise), shall be retained when the files are destroyed unless authorization in writing for the retention of such files has been received from the DHCS point-of-contact listed in Section 2.
- Safeguards and Security.
  - a. User(s) shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of DHCS data and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the information other than as provided for by this Agreement.
  - b. User(s) shall, at a minimum, implement security controls consistent with the National Institute of Standards and Technology Special Publication (NIST SP) 800-53 current revision at the moderate-impact level and shall maintain continuous compliance with NIST SP 800-53 Security and Privacy Controls. The current version of NIST SP 800-53, Revision 5, is available online at <a href="https://csrc.nist.gov/publications/detail/sp/800-53/rev-5/final">https://csrc.nist.gov/publications/detail/sp/800-53/rev-5/final</a>; updates will be available online at <a href="https://csrc.nist.gov/publications/sp800">https://csrc.nist.gov/publications/sp800</a>.
  - c. User(s) shall employ Federal Information Processing Standard (FIPS) 140-3 validated encryption of PHI at rest and in motion unless User determines it is not reasonable and appropriate to do so based upon a risk assessment, and equivalent alternative measures are in place and documented as such. FIPS 140-3 validation can be determined online at <a href="https://csrc.nist.gov/projects/cryptographic-module-validation-program/validated-modules/search">https://csrc.nist.gov/projects/cryptographic-module-validation-program/validated-modules/search</a>. In addition, User(s) shall maintain, at a minimum, the most current industry standards for transmission and storage of DHCS data and other confidential information.

- d. User(s) shall apply security patches and upgrades, and keep virus software up to date, on all systems on which DHCS data may be used.
- User(s) shall ensure that all members of its workforce with access to DHCS
  data sign a confidentiality statement prior to access to such data. The
  statement must be renewed annually.
- f. User(s) shall, if applicable, notify the DHCS point of contact specified in Section 2 of the security official who is responsible for the development and implementation of the policies and procedures required by 45 CFR Part 164, Subpart C.
- g. Subject to DHCS approval as required by Section 7, User(s) shall ensure that any agents, subcontractors, sub awardees, vendors, or others (collectively, "agents") that use or disclose DHCS data on behalf of User(s) agree to the same restrictions and conditions that apply to User(s) with respect to DHCS data.

#### Breaches and Security Incidents

- a. User shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:
  - i. User(s) shall notify DHCS within 24 hours via the online DHCS Incident Reporting Portal (or by email or telephone if User is unable to use the DHCS Incident Reporting Portal) of the discovery of:
    - Unsecured DHCS data if the DHCS data is reasonably believed to have been accessed or acquired by an unauthorized person;
    - Any suspected security incident which risks unauthorized access to DHCS data;
    - Any intrusion or unauthorized access, use or disclosure of DHCS data in violation of this Agreement; or
    - Potential loss of DHCS data.
  - ii. Notice submitted to the DHCS Incident Reporting Portal will be sent to the DHCS point-of-contact specified in Section 2 as well as the DHCS Privacy Office and the DHCS Information Security Office. If providing notice to DHCS via email, use the DHCS contact information at section 10.g below (collectively, "DHCS contacts").
  - iii. Notice shall be made using the DHCS Incident Reporting Portal via the link on the DHCS Data Privacy Website online at <a href="https://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/default.aspx">https://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/default.aspx</a>

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- iv. Notice via email shall be made using the current DHCS "Privacy Incident Reporting Form" and shall include all information known at the time the incident is reported. The form is available online at <a href="https://www.dhcs.ca.gov/formsandpubs/laws/priv/Documents/Privacy-Incident-Report-PIR.pdf">https://www.dhcs.ca.gov/formsandpubs/laws/priv/Documents/Privacy-Incident-Report-PIR.pdf</a>
- b. Upon discovery of a breach or suspected security incident, intrusion, or unauthorized access, use or disclosure of DHCS data, User(s) shall take:
  - Prompt action to mitigate any risks or damages involved with the security incident or breach; and
  - Any action pertaining to such unauthorized disclosure required by applicable Federal and State law.
- User(s) shall immediately investigate such security incident or confidential breach.
- d. User(s) shall provide a complete report of the investigation to DHCS within ten (10) working days of the discovery of the security incident or breach. This complete report must include any applicable additional information not included in the initial submission. The complete report shall include an assessment of all known factors relevant to a determination of whether a breach occurred under HIPAA and other applicable federal and state laws. The report shall also include a full, detailed corrective action plan, including its implementation date and information on mitigation measures taken to halt and/or contain the improper use or disclosure. If DHCS requests, User(s) shall make reasonable efforts to provide DHCS with such information. DHCS will review and approve or disapprove User(s)' determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and User(s)' corrective action plan.
  - If User(s) do(es) not complete a final report within the ten (10) working day timeframe, User(s) shall request approval from DHCS within the ten (10) working day timeframe of a new submission timeframe for the complete report.
- e. If the cause of a breach is attributable to User(s) or User(s)' agents, User(s) shall notify individuals accordingly and shall pay all costs of such notifications, as well as all costs associated with the breach. The notifications shall comply with applicable federal and state law. DHCS shall approve the time, manner, and content of any such notifications and DHCS review, and approval must be obtained before the notifications are made.

- f. If the cause of a breach of DHCS data is attributable to User(s) or User(s)' agents, User(s) is/are responsible for all required reporting of the breach as required by applicable federal and state law.
- g. DHCS Privacy Office and Information Security Office contact information:

DHCS Information Security Officer				
Information Security Officer DHCS				
Information Security Office				
P.O. Box 997413, MS 6400				
Sacramento, CA 95899-7413				
Email: iso@dhcs.ca.gov				
Fax: (916) 440-5537				
Telephone:				
ITSD Service Desk (916) 440-7000 or (800) 579-0874				

- 11. User(s) agree to train and use reasonable measures to ensure compliance with the requirements of this Agreement by employees who assist in the performance of functions or activities under this Agreement and use or disclose DHCS data, and to discipline such employees who intentionally violate any provisions of this Agreement, including by termination of employment. In complying with the provisions of this section, User(s) shall observe the following requirements:
  - a. User(s) shall provide information privacy and security training, at least annually, at its own expense, to all its employees who assist in the performance of functions or activities under this Agreement and use or disclose DHCS data; and
  - b. User(s) shall require each employee who receives information privacy and security training to sign a certification, indicating the employee's name and the date on which the training was completed.
- 12. From time to time, DHCS may, upon prior written notice and at mutually convenient times, inspect the facilities, systems, books, and records of User(s) to monitor compliance with this Agreement. User(s) shall promptly remedy any violation of any provision of this Agreement and shall certify the same to the DHCS Privacy Office in writing. The fact that DHCS inspects, or fails to inspect, or has the right to inspect, User(s)' facilities, systems and procedures does not relieve User(s) of their responsibility to comply with this Agreement.

13. User(s) acknowledge that penalties under HIPAA and section 14100.2 of the California Welfare & Institutions Code, including possible fines and imprisonment, may apply with respect to any disclosure of DHCS data that is inconsistent with the terms of this Agreement.

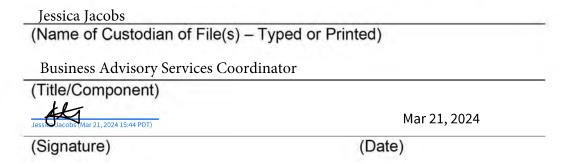
#### 14. Termination.

- a. This Agreement shall terminate at the time of the completion of the project which is described in Section 4, or three years after the date it is executed, whichever event occurs sooner, and at that time all data provided by DHCS must be destroyed as set forth in Section 8, above, and a certificate of destruction sent to the DHCS point-of-contact specified in Section 2, unless data has been destroyed prior to the termination date and a certificate of destruction sent to DHCS. All representations, warranties and certifications shall survive termination.
- b. Upon DHCS' knowledge of a material breach or violation of this Agreement by User(s), DHCS may provide an opportunity for User(s) to cure the breach or end the violation and may terminate this Agreement if User(s) does not cure the breach or end the violation within the time specified by DHCS. DHCS may terminate this Agreement immediately if User(s) breach a material term and DHCS determines, in its sole discretion, that cure is not possible or available under the circumstances. Upon termination of this Agreement, User must destroy all DHCS data in accordance with Section 8, above.
- c. The provisions of this Agreement governing the privacy and security of the DHCS data shall remain in effect until all DHCS data is destroyed or returned to DHCS.
- 15. Any provision of this Agreement which is in conflict with current or future applicable Federal or State laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.
- 16. User(s) agree that additional data elements may not be added to Attachment A nor transferred from DHCS to User(s) without approval by, as applicable, DHCS or DHCS's Data and Research Committee and the Committee for the Protection of Human Subjects.
- 17. This Agreement shall be binding on any and all successor(s)-in-interest of the Parties.
- 18. This Agreement may be signed in counterpart and all parts taken together shall constitute one agreement.

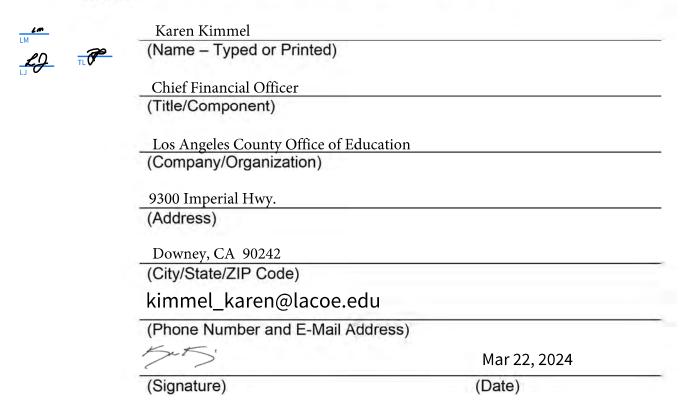
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19. The Custodian, as named in Section 1, hereby acknowledges his/her appointment as Custodian of the aforesaid file(s) on behalf of User(s) and agrees in a representative capacity to comply with all of the provisions of this Agreement on behalf of User(s).



 On behalf of User(s), the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all the terms specified herein.



21. On behalf of DHCS the undersigned individual hereby attests that he is authorized to enter into this Agreement and agrees to all the terms specified herein.

# Tara Gutierrez (Name of DHCS Representative – Typed or Printed) Unit Chief/ SMAA Program (Title/Component) Docusigned by: March 28, 2024 (Signature) (Date)

# **DocuSign**

**Certificate Of Completion** 

Envelope Id: C6E6B6D664CC44F9846E1648A9305182

Subject: Complete with DocuSign: 134295-A6.pdf

Source Envelope:

Document Pages: 10 Signatures: 1 Envelope Originator:

Certificate Pages: 4 Initials: 0 Melissa Giamugnani

AutoNav: Enabled

Envelopeld Stamping: Enabled

3/28/2024 12:09:44 PM

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

1501 Capitol Ave Sacramento, CA 95814-5005

Melissa.Giamugnani@dhcs.ca.gov

Status: Completed

IP Address: 130.41.51.165

**Record Tracking** 

Status: Original Holder: Melissa Giamugnani Location: DocuSign

Melissa.Giamugnani@dhcs.ca.gov

Security Appliance Status: Connected Pool: FedRamp

Storage Appliance Status: Connected Pool: Department of Health Care Services (CA Location: DocuSign

DHCS)

Signer Events Signature Timestamp

Tara Gutierrez

tara.gutierrez@dhcs.ca.gov

Security Level: Email, Account Authentication

(None)

Docusigned by: Sent: 3/28/2024 12:10:39 PM

Tara Gutium Y

—CF00A178814F4CB... Signed: 3/28/2024 12:20:15 PM

Signature Adoption: Pre-selected Style Using IP Address: 165.85.133.51

**Electronic Record and Signature Disclosure:** 

Accepted: 3/28/2024 12:19:39 PM

ID: 09e539c7-77c1-44a8-9d24-3dfaf245d916

In Person Signer Events	Signature	Timestamp						
Editor Delivery Events	Status	Timestamp						
Agent Delivery Events	Status	Timestamp						
Intermediary Delivery Events	Status	Timestamp						
Certified Delivery Events	Status	Timestamp						
Carbon Copy Events	Status	Timestamp						
Witness Events	Signature	Timestamp						
Notary Events	Signature	Timestamp						
Envelope Summary Events	Status	Timestamps						
Envelope Sent Certified Delivered Signing Complete Completed	Hashed/Encrypted Security Checked Security Checked Security Checked	3/28/2024 12:10:39 PM 3/28/2024 12:19:39 PM 3/28/2024 12:20:15 PM 3/28/2024 12:20:15 PM						
Payment Events	Status	Timestamps						
Electronic Record and Signature Disclosure								

#### ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

#### **Getting paper copies**

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

#### Withdrawing your consent

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

#### Consequences of changing your mind

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

#### All notices and disclosures will be sent to you electronically

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

#### How to contact Department of Health Care Services (CA DHCS):

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

To contact us by email send messages to: Russ.Rogers@dhcs.ca.gov

#### To advise Department of Health Care Services (CA DHCS) of your new e-mail address

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

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

#### To request paper copies from Department of Health Care Services (CA DHCS)

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

To withdraw your consent with Department of Health Care Services (CA DHCS)

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

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

#### Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

#### Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Department of Health Care Services (CA DHCS) as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Department of Health Care Services (CA DHCS) during the course of my relationship with you.

<sup>\*\*</sup> These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

#### **DEPARTMENT OF HEALTH CARE SERVICES**

#### AGREEMENT FOR DISCLOSURE AND USE OF MEDI-CAL DATA - Amendment 1

1. The User acknowledges that by participating in the SMAA program, they do so as a Business Associate of DHCS and agrees to be bound by the terms of DHCS' Business Associate Addendum (BAA), attached hereto as Attachment F. To the extent there is a conflict between the DUA, inclusive of attachments A – E, and the terms of the BAA, the terms of the BAA shall control.

On behalf of the User, the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all of the terms specified herein.

Patricia Smith
Name
Chief Financial Officer
Title/Component
Los Angeles County Office of Education
Company/Organization
Tatricia Smith
Signature
Mar 10, 2020
Date
On behalf of DHCS the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all of the terms specified herein.
Name of DHCS Representative
Title/Component
Signature
Date



aB

1.

#### **Business Associate Addendum**

- 1. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (HIPAA) and its implementing privacy and security regulations at 45 Code of Federal Regulations. Parts 160 and 164 (collectively, and as used in this Agreement)
- **2.** The term "Agreement" as used in this document refers to and includes both this Business Associate Addendum and the contract to which this Business Associate Agreement is attached as an exhibit, if any.
- **3.** For purposes of this Agreement, the term "Business Associate" shall have the same meaning as set forth in 45 CFR section 160.103.
- **4.** The Department of Health Care Services (DHCS) intends that Business Associate may create, receive, maintain, transmit or aggregate certain information pursuant to the terms of this Agreement, some of which information may constitute Protected Health Information (PHI) and/or confidential information protected by Federal and/or state laws.
  - **4.1** As used in this Agreement and unless otherwise stated, the term "PHI" refers to and includes both "PHI" as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.
  - **4.2** As used in this Agreement, the term "confidential information" refers to information not otherwise defined as PHI in Section 4.1 of this Agreement, but to which state and/or federal privacy and/or security protections apply.
- 5. Contractor (however named elsewhere in this Agreement) is the Business Associate of DHCS acting on DHCS's behalf and provides services or arranges, performs or assists in the performance of functions or activities on behalf of DHCS, and may create, receive, maintain, transmit, aggregate, use or disclose PHI (collectively, "use or disclose PHI") in order to fulfill Business Associate's obligations under this Agreement. DHCS and Business Associate are each a party to this Agreement and are collectively referred to as the "parties."
- **6.** The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms in HIPAA. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.
- 7. Permitted Uses and Disclosures of PHI by Business Associate. Except as otherwise indicated in this Agreement, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement on behalf of DHCS, provided that such use or disclosure would not violate HIPAA if done by DHCS.
  - 7.1 Specific Use and Disclosure Provisions. Except as otherwise indicated in this Agreement, Business Associate may use and disclose PHI if necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Business Associate may disclose PHI for this purpose if the disclosure is required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

#### 8. Compliance with Other Applicable Law

**8.1** To the extent that other state and/or federal laws provide additional, stricter and/or more protective (collectively, more protective) privacy and/or security protections to PHI or other confidential information covered under this Agreement beyond those provided through HIPAA, Business Associate agrees:

- **8.1.1** To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned; and
- **8.1.2** To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate, pursuant to Section 18. of this Agreement.
- **8.2** Examples of laws that provide additional and/or stricter privacy protections to certain types of PHI and/or confidential information, as defined in Section 4. of this Agreement, include, but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.
- 8.3 If Business Associate is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, Business Associate agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) under the definition of QSO in 42 CFR section 2.11.

#### 9. Additional Responsibilities of Business Associate

- **9.1 Nondisclosure.** Business Associate shall not use or disclose PHI or other confidential information other than as permitted or required by this Agreement or as required by law.
- 9.2 Safeguards and Security.
  - **9.2.1** Business Associate shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the information other than as provided for by this Agreement. Such safeguards shall be, at a minimum, at Federal Information Processing Standards (FIPS) Publication 199 protection levels.
  - **9.2.2** Business Associate shall, at a minimum, utilize an industry-recognized security framework when selecting and implementing its security controls, and shall maintain continuous compliance with its selected framework as it may be updated from time to time. Examples of industry-recognized security frameworks include but are not limited to
    - **9.2.2.1** NIST SP 800-53 National Institute of Standards and Technology Special Publication 800-53
    - **9.2.2.2** FedRAMP Federal Risk and Authorization Management Program
    - **9.2.2.3** PCI PCI Security Standards Council
    - **9.2.2.4** ISO/ESC 27002 International Organization for Standardization / International Electrotechnical Commission standard 27002
    - 9.2.2.5 IRS PUB 1075 Internal Revenue Service Publication 1075
    - **9.2.2.6** HITRUST CSF HITRUST Common Security Framework
  - **9.2.3** Business Associate shall maintain, at a minimum, industry standards for transmission and storage of PHI and other confidential information.
  - **9.2.4** Business Associate shall apply security patches and upgrades, and keep virus software up-to-date, on all systems on which PHI and other confidential information may be used.

- **9.2.5** Business Associate shall ensure that all members of its workforce with access to PHI and/or other confidential information sign a confidentiality statement prior to access to such data. The statement must be renewed annually.
- **9.2.6** Business Associate shall identify the security official who is responsible for the development and implementation of the policies and procedures required by 45 CFR Part 164, Subpart C.
- **9.3 Business Associate's Agent.** Business Associate shall ensure that any agents, subcontractors, subawardees, vendors or others (collectively, "agents") that use or disclose PHI and/or confidential information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI and/or confidential information.
- **10. Mitigation of Harmful Effects.** Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI and other confidential information in violation of the requirements of this Agreement.
- 11. Access to PHI. Business Associate shall make PHI available in accordance with 45 CFR section 164,524.
- **12. Amendment of PHI.** Business Associate shall make PHI available for amendment and incorporate any amendments to protected health information in accordance with 45 CFR section 164.526.
- **13. Accounting for Disclosures.** Business Associate shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR section 164.528.
- **14. Compliance with DHCS Obligations.** To the extent Business Associate is to carry out an obligation of DHCS under 45 CFR Part 164, Subpart E, comply with the requirements of the subpart that apply to DHCS in the performance of such obligation.
- **15. Access to Practices, Books and Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of DHCS available to DHCS upon reasonable request, and to the federal Secretary of Health and Human Services for purposes of determining DHCS' compliance with 45 CFR Part 164, Subpart E.
- 16. Return or Destroy PHI on Termination; Survival. At termination of this Agreement, if feasible, Business Associate shall return or destroy all PHI and other confidential information received from, or created or received by Business Associate on behalf of, DHCS that Business Associate still maintains in any form and retain no copies of such information. If return or destruction is not feasible, Business Associate shall notify DHCS of the conditions that make the return or destruction infeasible, and DHCS and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. If such return or destruction is not feasible, Business Associate shall extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- 17. Special Provision for SSA Data. If Business Associate receives data from or on behalf of DHCS that was verified by or provided by the Social Security Administration (SSA data) and is subject to an agreement between DHCS and SSA, Business Associate shall provide, upon request by DHCS, a list of all employees and agents and employees who have access to such data, including employees and agents of its agents, to DHCS.
- **18. Breaches and Security Incidents.** Business Associate shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:
  - 18.1 Notice to DHCS.
    - **18.1.1** Business Associate shall notify DHCS **immediately** upon the discovery of a suspected breach or security incident that involves SSA data. This notification will be provided by email upon

- discovery of the breach. If Business Associate is unable to provide notification by email, then Business Associate shall provide notice by telephone to DHCS.
- **18.1.2** Business Associate shall notify DHCS within **24 hours by email** (or by telephone if Business Associate is unable to email DHCS) of the discovery of:
  - **18.1.2.1** Unsecured PHI if the PHI is reasonably believed to have been accessed or acquired by an unauthorized person;
  - **18.1.2.2** Any suspected security incident which risks unauthorized access to PHI and/or other confidential information;
  - **18.1.2.3** Any intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement; or
  - **18.1.2.4** Potential loss of confidential data affecting this Agreement.
- **18.1.3** Notice shall be provided to the DHCS Program Contract Manager (as applicable), the DHCS Privacy Office, and the DHCS Information Security Office (collectively, "DHCS Contacts") using the DHCS Contact Information at Section 18.6. below.

Notice shall be made using the current DHCS "Privacy Incident Reporting Form" ("PIR Form"; the initial notice of a security incident or breach that is submitted is referred to as an "Initial PIR Form") and shall include all information known at the time the incident is reported. The form is available online at

http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx.

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI, Business Associate shall take:

- **18.1.3.1** Prompt action to mitigate any risks or damages involved with the security incident or breach; and
- **18.1.3.2** Any action pertaining to such unauthorized disclosure required by applicable Federal and State law.
- **18.2 Investigation.** Business Associate shall immediately investigate such security incident or confidential breach.
- 18.3 Complete Report. To provide a complete report of the investigation to the DHCS contacts within ten (10) working days of the discovery of the security incident or breach. This "Final PIR" must include any applicable additional information not included in the Initial Form. The Final PIR Form shall include an assessment of all known factors relevant to a determination of whether a breach occurred under HIPAA and other applicable federal and state laws. The report shall also include a full, detailed corrective action plan, including its implementation date and information on mitigation measures taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that requested through the PIR form, Business Associate shall make reasonable efforts to provide DHCS with such information. A "Supplemental PIR" may be used to submit revised or additional information after the Final PIR is submitted. DHCS will review and approve or disapprove Business Associate's determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and Business Associate's corrective action plan.
  - **18.3.1** If Business Associate does not complete a Final PIR within the ten (10) working day timeframe, Business Associate shall request approval from DHCS within the ten (10) working day timeframe of a new submission timeframe for the Final PIR.

- **18.4 Notification of Individuals**. If the cause of a breach is attributable to Business Associate or its agents, Business Associate shall notify individuals accordingly and shall pay all costs of such notifications, as well as all costs associated with the breach. The notifications shall comply with applicable federal and state law. DHCS shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.
- **18.5** Responsibility for Reporting of Breaches to Entities Other than DHCS. If the cause of a breach of PHI is attributable to Business Associate or its subcontractors, Business Associate is responsible for all required reporting of the breach as required by applicable federal and state law.
- **18.6 DHCS Contact Information.** To direct communications to the above referenced DHCS staff, the Contractor shall initiate contact as indicated here. DHCS reserves the right to make changes to the contact information below by giving written notice to Business Associate. These changes shall not require an amendment to this Agreement.

DHCS Program Contract Manager	DHCS Privacy Office	DHCS Information Security Office
See the Scope of Work exhibit for Program Contract Manager information. If this Business Associate Agreement is not attached as an exhibit to a contract, contact the DHCS signatory to this Agreement.	Privacy Office c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413  Email: incidents@dhcs.ca.gov Telephone: (916) 445-4646	Information Security Office DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: incidents@dhcs.ca.gov

**19. Responsibility of DHCS.** DHCS agrees to not request the Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

#### 20. Audits, Inspection and Enforcement

- 20.1 From time to time, DHCS may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement. Business Associate shall promptly remedy any violation of this Agreement and shall certify the same to the DHCS Privacy Officer in writing. Whether or how DHCS exercises this provision shall not in any respect relieve Business Associate of its responsibility to comply with this Agreement.
- **20.2** If Business Associate is the subject of an audit, compliance review, investigation or any proceeding that is related to the performance of its obligations pursuant to this Agreement, or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, Business Associate shall promptly notify DHCS unless it is legally prohibited from doing so.

#### 21. Termination

- **21.1 Termination for Cause.** Upon DHCS' knowledge of a violation of this Agreement by Business Associate, DHCS may in its discretion:
  - **21.1.1** Provide an opportunity for Business Associate to cure the violation and terminate this Agreement if Business Associate does not do so within the time specified by DHCS; or
  - **21.1.2** Terminate this Agreement if Business Associate has violated a material term of this Agreement.

**21.2 Judicial or Administrative Proceedings.** DHCS may terminate this Agreement if Business Associate is found to have violated HIPAA, or stipulates or consents to any such conclusion, in any judicial or administrative proceeding.

#### 22. Miscellaneous Provisions

**22.1 Disclaimer.** DHCS makes no warranty or representation that compliance by Business Associate with this Agreement will satisfy Business Associate's business needs or compliance obligations. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI and other confidential information.

#### 22.2. Amendment.

- **22.2.1** Any provision of this Agreement which is in conflict with current or future applicable Federal or State laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it, and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.
- **22.2.2** Failure by Business Associate to take necessary actions required by amendments to this Agreement under Section 22.2.1 shall constitute a material violation of this Agreement.
- **22.3** Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself and its employees and agents available to DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, its directors, officers and/or employees based upon claimed violation of HIPAA, which involve inactions or actions by the Business Associate.
- **22.4 No Third-Party Beneficiaries.** Nothing in this Agreement is intended to or shall confer, upon any third person any rights or remedies whatsoever.
- **22.5 Interpretation.** The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and other applicable laws.
- **22.6 No Waiver of Obligations.** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

## **APPENDIX B**

### Use of RMTS System and Restrictions

The RMTS System may be accessed only by LEA Users as defined in Section 1. LACOE shall require Authorized Contractors and LEA Users to adhere to the provisions of AppendixB-1. Acceptance of this contract signifies acceptance of the terms of Appendix B-1. All LEA users must implement the provisions of Appendix B-1 prior to use of the RMTS System. All LEA users must continue to adhere to the provisions of Appendix B-1 during the term of the contract. LACOE reserves the right to restrict access of the RMTS System by any LEA User and/or Authorized Contractor who violates the confidentiality or proprietary rights of the RMTS System.

LEA acknowledges and agrees that (i) the RMTS System sublicensed to LEA by LACOE is and will remain the property of its licensors; (ii) LEA has no right, title or interest to the proprietary information and the RMTS System licensed to LACOE, (iii) not to make available the RMTS System proprietary or configuration information in any form to any third party or to use the RMTS System for any purpose other than the implementation of and as specified in this Contract, (iv) to take all reasonable steps to ensure that proprietary or confidential info of the RMTS System is not disclosed or distributed by its employees, agents or consultants in violation of the provisions of this Contract, (v) ensure that appropriate proprietary notices indicating RMTS System Intellectual Property Rights in the RMTS System and related Documentation are placed on all copies of written materials distributed by LEA, (vi) not decompile, disassemble, or otherwise attempt to reverse engineer the RMTS System or any portion thereof and shall not perm.it any LEA User to decompile, disassemble, or otherwise attempt to reverse engineer the RMTS System or any portion thereof, (vii) be responsible for the quality, integrity and accuracy of al data entered and used in connection with the RMTS System Service, including all deletions of such data by LEA Users.

#### Appendix B-1

#### TERMS OF USE

Fairbanks LLC and/or its affiliates provide website features to you subject to the following conditions. If you visit fairbanksllc.com, you accept these conditions. Please read them carefully. In addition, when you use any current or future Fairbanks LLC online service or business you also will be subject to the guidelines, terms and agreements ("Terms") applicable to such service or business. If these conditions are inconsistent with such Terms, the Terms will control.

#### Privacy

Please review our Privacy Policy, which also governs your visit to Fairbanks LLC, to understand our practices.

#### **Electronic Communications**

When you visit Fairbanks LLC or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

#### Copyright

All content included on this site, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of Fairbanks LLC or its content suppliers and protected by United States and international copyright laws.

#### **License & Site Access**

Fairbanks LLC grants you a limited license to access and make personal use of this site and not to download (other than page caching) or modify it, or any portion of it, except with express written consent of Fairbanks LLC. This license does not include any resale or commercial use of this site or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of this site or its contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools. This site or any portion of this site may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of Fairbanks LLC. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Fairbanks LLC without express written consent. You may not use any meta tags or any other "hidden text" utilizing Fairbanks LLC's name or trademarks without the express written consent of Fairbanks LLC. Any unauthorized use terminates the permission or license granted by Fairbanks LLC. You are granted a limited, revocable, and nonexclusive right to create a hyperlink to the home page of Fairbanks LLC so long as the link does not portray Fairbanks LLC, or its products or services in a false, misleading, derogatory, or otherwise offensive matter. You may not use any Fairbanks LLC logo or other proprietary graphic or trademark as part of the link without express written permission.

#### Site Policies, Modification, and Severability

We reserve the right to make changes to our site, policies, and these Conditions of Use at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

#### **Privacy Policy**

This privacy policy tells you how we use personal information collected at this site. Please read this privacy policy before using the site or submitting any personal information. By using the site, you are accepting the practices described in this privacy policy. These practices may be changed, but any changes will be posted and changes will only apply to activities and information on a going forward, not retroactive basis. You are encouraged to review the privacy policy whenever you visit the site to make sure that you understand how any personal information you provide will be used.

Note, the privacy practices set forth in this privacy policy are for this web site only. If you link to other web sites, please review the privacy policies posted at those sites.

#### **Collection of Information**

We collect personally identifiable information, like names, postal addresses, email addresses, etc., when voluntarily submitted by our visitors. The information you provide is used to fulfill your specific request. This information is only used to fulfill your specific request, unless you give us permission to use it in another manner, for example to add you to one of our mailing lists.

#### **Cookie/Tracking Technology**

The Site may use cookie and tracking technology depending on the features offered. Cookie and tracking technology are useful for gathering information such as browser type and operating system, tracking the number of visitors to the Site, and understanding how visitors use the Site. Cookies can also help customize the Site for visitors. Personal information cannot be collected via cookies and other tracking technology, however, if you previously provided personally identifiable information, cookies may be tied to such information. Aggregate cookie and tracking information may be shared with third parties.

#### **Distribution of Information**

We may share information with governmental agencies or other companies assisting us in fraud prevention or investigation. We may do so when: (1) permitted or required by law; or, (2) trying to protect against or prevent actual or potential fraud or unauthorized transactions; or, {3) investigating fraud which has already taken place. The information is not provided to these companies for marketing purposes.

#### **Commitment to Data Security**

Your personally identifiable information is kept secure. Only authorized employees, agents and contractors {who have agreed to keep information secure and confidential) have access to this information. All emails and newsletters from this site allow you to opt out of further mailings.

#### **Privacy Contact information**

If you have any questions, concerns, or comments about our privacy policy you may contact us using the information below:

By e-mail: info@fairbanksllc.com

By Phone: 312.321.1225

We reserve the right to make changes to this policy. Any changes to this policy will be posted.

# Appendix C

#### Support Services System

LEA is granted a limited license to access and make personal use of the Support Services System's website. LEA is not to download (other than page caching) or modify website, or any portion of it except with express written consent of the Support Services System Vendor. This license does not include any resale or commercial use of this site or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of this site or its contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools. This site or any portion of this site may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of the Support Services System Vendor. LEA may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of the Support Services System Vendor without express written consent. LEA may not use any meta tags or any other "hidden text" utilizing the Support Services System Vendor's name or trademarks without the express written consent of the Support Services System Vendor. Any unauthorized use terminates the permission or license granted by the Support Services System Vendor. LEA is granted a limited, revocable, and nonexclusive right to create a hyperlink to the home page of the Support Services System Vendor so long as the link does not portray the Support Services System Vendor, or its products or services in a false, misleading, derogatory, or otherwise offensive matter. LEA users may not use the Support Services System Vendor's logo or other proprietary graphic or trademark as part of the link without express written permission.

#### Site Policies, Modification, and Severability

The Support Services System Vendor reserves the right to make changes to its site, policies, and these Conditions of Use at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

# Appendix D

# Satisfaction of Outstanding Debts and Obligations

I hereby certify that <u>(Name of Charter School)</u> , (School), whose charter
is/was lawfully authorized by <u>(Name of Authorizing LEA)</u> , (LEA), has
completely and totally satisfied all outstanding debts and obligations to all
entities known to have a financial claim on School.
The undersigned represents that he or she has been authorized and
empowered to certify by the LEA on whose behalf the signature is made.
Signature
Typed or Printed Name
Title
Date

# Coversheet

# May 2025 Investment Update

Section: III. Finance

Item: A. May 2025 Investment Update

Purpose: Discuss

Submitted by:

Related Material: Agenda\_Item\_III.A\_\_-May\_2025\_Investment\_Update.pdf

#### EL CAMINO REAL CHS INVESTMENTS REVIEW FISCAL YEAR 2024-2025

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				•														\$ 30,844,295	Beginning Balar	nce at 07/	01/24
İ			Jun-24	4	l												\$ 32,352,870				
I	OPEB I	Retiree Pmt	ts.		\$ (52,36	8) \$	(49,963)	\$ (52,463	3) \$ (49,293	) \$ (61,334	(52,676	) \$ (53,150)	\$ (52,676)	\$ (51,689)	\$ (54,256)	\$ (51,199)		\$ (581,067)	OPEB Payments		
																	Month	\$ 2,227,442	Gains/Losses	6.9%	Invest. Change
ECRA	OPEB Trust		\$ 30,844	4,295	\$ 31,378,23	9 \$ 3	31,992,397	\$ 32,460,414	\$ 31,699,985	\$ 32,625,363	\$ 31,626,659	\$ 32,302,180	\$ 32,329,891	\$ 31,432,191	\$ 31,492,539	\$ 32,490,670	3.2%	\$ 32,490,670	Current Ending	5.3%	Total Change
Investment Manage	ers:																Month	YTD	i		
İ																					
Polen Capital Mgt			\$	263	\$ 33	2 \$	333	\$ 335	\$ -									N/A			
Fiduciary Mgt			\$ 2,510	6,457	\$ 2,593,77	8 \$	2,638,742	\$ 2,674,664	\$ 2,590,575	\$ 2,903,401	\$ 2,705,581	\$ 2,811,563	\$ 2,927,273	\$ 2,856,747	\$ 2,812,060	\$ 2,901,461	3.2%				
Beacon Pointe			\$ 28,32	7,575	\$ 28,784,12	9 \$ 2	29,353,321	\$ 29,785,415	\$ 29,109,410	\$ 29,721,962	\$ 28,921,078	\$ 29,490,617	\$ 29,402,618	\$ 28,575,443	\$ 28,680,479	\$ 29,589,209	3.2%	4.5%			
	<del></del> .																				
El Camino Real CHS																			ı		
Investment Manage	ers:																Month	YTD	i		
Polen Capital Mgt			\$	62	\$ 7	8 \$	79	\$ 79	- \$	\$ 0	)										
Fiduciary Mgt			\$ 453	3,636	\$ 467,57	8 \$	475,652	\$ 482,087	\$ 466,761	\$ 496,831	\$ 463,111	\$ 480,968	\$480,058	\$ 468,647	\$ 461,112	\$ 475,592	3.1%	4.8%			
Beacon Pointe			\$ 6,328	8,388	\$ 6,448,13	1 \$	6,555,104	\$ 6,646,456	\$ 6,498,423	\$ 6,628,045	\$ 6,494,539	\$ 6,581,268	\$ 6,658,346	\$ 6,670,785	\$ 6,599,614	\$ 6,684,463	1.3%	5.6%			
US Ba	ank Holdings	•	\$ 6,782	2,086	\$ 6,915,78	7 \$	7,030,834	\$ 7,128,621	\$ 6,965,184	\$ 7,124,876	\$ 6,957,649	\$ 7,062,236	\$ 7,138,404	\$ 7,139,432	\$ 7,060,726	\$ 7,160,055	1.4%	5.6%			
Annuity 3 Yr. (8/26)Fixe	ed @ 4.80%	Midland	\$ 418	8,910	\$ 420,68	5 \$	422,306	\$ 423,991	\$ 425,628	\$ 427,271	\$ 429,031	\$ 430,743	\$ 432,295	\$ 433,852	\$ 435,807	\$ 437,377	0.4%	4.4%			
2Yr. (10/25)@	4.89%	CNB /T-Bill	\$ 405	5,898	\$ 407,58	3 \$	408,834	\$ 420,030	\$ 420,097	\$ 421,404	\$ 423,426	\$ 424,861	\$ 426,332	\$ 427,850	\$ 429,388	\$ 430,717	0.3%	6.1%			
	(	Combined	\$ 7,600	6,893	\$ 7,744,05	6 \$	7,861,974	\$ 7,972,642	\$ 7,810,909	\$ 7,973,552	\$ 7,810,106	\$ 7,917,840	\$ 7,997,030	\$ 8,001,135	\$ 7,925,921	\$ 8,028,149	1.3%	5.5%			l
1		=																			l
	Month End -	-Combined	\$ 38,451	,189	\$ 39,122,29	5 \$ 3	39,854,371	\$ 40,433,056	\$ 39,510,894	\$ 40,598,914	\$ 39,436,765	\$ 40,220,020	\$ 40,326,921	\$ 39,433,326	\$ 39,418,460	\$ 40,518,819	2.8%	5.4%	-		l
1																					

<sup>\*-</sup> Being replaced with 2 Yr 4.89% T-Bill in 10/23

# Coversheet

# May 2025 Financial Update

Section: III. Finance

Item: B. May 2025 Financial Update

Purpose: Discuss

Submitted by:

Related Material: Agenda\_Item\_IV.A\_-2024-2025\_Annual\_Enrollment\_ADA\_Updates.pdf

Agenda\_Item\_IV.A.\_-2025-2026\_MYP\_LCFF\_Calculator\_v06.25.pdf Agenda\_Item\_IV.A\_-2024-2025\_\_ASB\_Trust\_Balances\_May\_2025.pdf

Agenda\_Item\_IV.A\_-LAUSD\_2025-26\_Budget\_Update.pdf

# ECRCHS 2024-2025 MONTHLY ENROLLMENT AND ADA

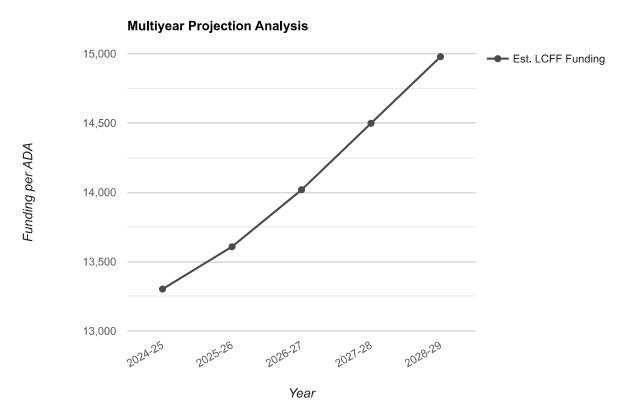
## **Enrollment**

<u>2024-2025</u>		# of Days											
2024-2025		18	19	20	14	19	19	19	19	14	19	180	
2023-2024		17	19	20	14	18	20	19	14	19	19		
		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10		
Current Year	Ī	2,945	2,950	2,937	2,928	2,889	2,879	2,864	2,856	2,851	2,826	28,925	
Prior Year		3,166	3,167	3,159	3,062	3,125	3,112	3,098	3,086	3,062	3,062	3,214	
	Difference	(221)	(217)	(222)	(134)	(236)	(233)	(234)	(230)	(211)	(236)		
	•	-7.0%	-6.9%	-7.0%	-4.4%	-7.6%	-7.5%	-7.6%	-7.5%	-6.9%	-7.7%	-7.8%	
<u>ADA</u>												-	
Current Year	]	50,996	53,257	55,199	38,650	51,674	43,101	50,961	50,646	37,138	47,462	479,084	YTD ADA %
Independent Study	]	1,708	2,097	2,499	1,813	2,852	2,720	2,977	2,953	2,318	3,105		92.0%
ADA (per month)		2,833.11	2,803.00	2,759.95	2,760.71	2,719.68	2,268.47	2,682.16	2,665.58	2,652.71	2,498.00	2,661.58	
								NPS/ESY			'	3.48	
								Combined				2,665.05	
												(50.57)	
ADA %		96.2%	95.0%	94.0%	94.3%	94.1%	78.8%	93.7%	93.3%	93.0%	88.4%	2,712.15	2024-25 Second Interim
												2,7 12.10	
(2023-24)		95.9%	94.0%	93.8%	93.4%	94.1%	92.1%	94.8%	93.1%	92.4%	88.7%	2023-2024	Difference
By Grade Level	9th	656	660	654	651	644	648	644	643	642	633	679	Difference (46)
	4				692		688						
2024-2025	10th	693	695 776	695		686	688 768	688	692 764	689	680 756	766 704	(86)
	11th	776 820	819	773 815	774 811	773 780	768 773	766 766	761 760	759 761	756 757	791 826	(35)
F	12th rollment	2,945	2,950	2,937	2,928	2,883	2,877	2,864	2,856	2.851	2,826	3.062	(69) (236)
i En					/ u//X	/ XX3	/ X / /	/ Xh/I	/ X 5 h	/ X51	/ x/h	くいんと	1/361
I	iroiiiileiit	2,343	2,330	2,331	2,320	2,000	2,011	2,007	2,000	2,001			\$ (2,837,182)

### EL CAMINO REAL CHARTER HIGH | 2025-26

#### **MULTIYEAR PROJECTION**

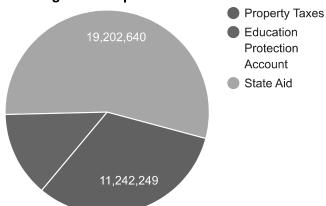
	2024-25	2025-26	2026-27	2027-28	2028-29
Estimated LCFF Funding	13,302	13,608	14,019	14,498	14,978
Net Change per ADA		305	411	479	480
Net Percent Change		2.30%	3.02%	3.42%	3.31%



<sup>\*</sup> Multiyear Projection includes LCFF revenue as well as any additional state or additional local revenues where applicable.

LCFF Funding Estimates - Current Law										
	2024-25	2025-26	2026-27	2027-28	2028-29					
PY funding	38,702,879	35,743,802	35,203,482	35,565,890	36,782,026					
Target	35,743,802	35,203,482	35,565,890	36,782,026	38,000,871					
Funding Gap	-2,959,077	<b>-</b> 540,320	362,408	1,216,136	1,218,845					
LCFF Growth	<b>-</b> 2,959,077	<b>-</b> 540,320	362,408	1,216,136	1,218,845					
LCFF Growth Pct	<b>-</b> 7.65%	-1.51%	1.03%	3.42%	3.31%					
LCFF Funding	35,743,802	35,203,482	35,565,890	36,782,026	38,000,871					
EPA	5,377,093	4,758,593	4,449,343	4,449,343	4,449,343					
Local Revenues	11,242,249	11,242,249	11,242,249	11,242,249	11,242,249					
Hold Harmless/Min. State Aid	1,488,108	1,488,108	1,488,108	1,488,108	1,488,108					
Calculated State Aid	19,124,460	19,202,640	19,874,298	21,090,434	22,309,279					
Additional State Aid	0	0	0	0	0					
Additional Local Revenues	0	0	0	0	0					
Est. Total Funding	35,743,802	35,203,482	35,565,890	36,782,026	38,000,871					
Change from PY		-540,320	362,408	1,216,136	1,218,845					
Percent Change from PY		-1.51%	1.03%	3.42%	3.31%					
LCFF ADA	2,687.04	2,587.04	2,537.04	2,537.04	2,537.04					
Est. Funding per ADA	13,302	13,608	14,019	14,498	14,978					

#### **Funding Sources | 2025-26**

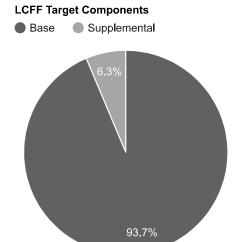


2025-26 Funding Sources					
Component	Amount	Percentage			
Property Taxes	11,242,249	31.94%			
Education Protection Account	4,758,593	13.52%			
State Aid	19,202,640	54.55%			
Total Funding	35,203,482	100%			

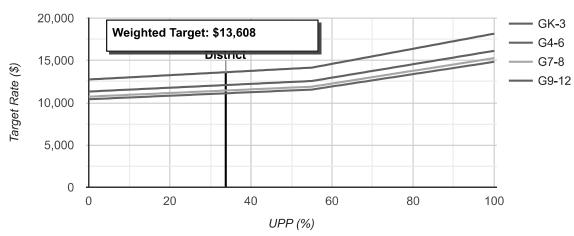
#### **LCFF Target Analysis**

Lori larger Analysis						
Component	Amount	Per ADA	Percentage			
Base	32,974,412	12,746	93.67%			
Add-ons*	0	0	0.00%			
Supplemental	2,229,070	862	6.33%			
Concentration	0	0	0.00%			
Additional 15% Concentration	0	0	0.00%			
Supp. & Conc. Combined	2,229,070	862	6.33%			
Entitlement	35,203,482	13,608	100%			
ERT Pavment	0	0				

<sup>\*</sup> Beginning in 2019-20, the ERT payment is rolled into the LCFF Add-ons.



#### Target per ADA



LCFF Target Details - 2025-26							
LCFF ADA	2,587.04	Unduplid	cated SE: 33	.80%			
Grade Span	LCFF ADA	Base	CSR	CTE	Supplemental	Concentration	15% Additional Concentration
K <b>-</b> 3	0.00	0	0	-	0	0	0.00
<b>4-</b> 6	0.00	0	-	-	0	0	0.00
7 <b>-</b> 8	0.00	0	-	-	0	0	0.00
9-12	2,587.04	32,138,798	-	835,614	2,229,070	0	0
NSS Allowance			0				

0

0

0

0 UPP for is capped at 85.65% (the UPP for Los Angeles Unified) for the calculation of the chater school's concentration grant.

ADA Details	
Total ADA	2,587.04
LCFF ADA	2,587.04
TK ADA (for TK Add-on only)	0.00

`	Grade Span	LCFF ADA	Regular ADA	Other ADA	NSS ADA
K-3		0.00	0.00	0.00	0.00
4-6		0.00	0.00	0.00	0.00
7 <b>-</b> 8		0.00	0.00	0.00	0.00
9-12		2,587.04	2,587.04	0.00	0.00

#### **Rates and Factors**

TK Add-on

TIIG

Transportation

**Economic Recovery Target** 

Rates*	2024-25	2025-26	2026-27	2027-28	2028-29
Grade K-3	10,025	10,256	10,566	10,927	11,289
Grade 4-6	10,177	10,411	10,725	11,092	11,459
Grade 7-8	10,478	10,719	11,043	11,421	11,799
Grade 9-12	12,144	12,423	12,798	13,236	13,674
TK Add-on	3077.00	6404.00	6597.00	6823.00	7049.00
COLA	1.07%	2.30%	3.02%	3.42%	3.31%
UPP	33.80%	33.80%	33.80%	33.80%	33.80%
EPA	42.11%	42,11%	42.11%	42.11%	42,60%

#### **Target Calculations**

<u> </u>					
Component	2024-25	2025-26	2026-27	2027-28	2028-29
Base	33,480,519	32,974,412	33,313,872	34,453,003	35,594,671
Grade K-3 Base GSA*	0	0	0	0	0
Grade 9-12 Base GSA*	849,105	835,614	844,834	872,742	903,186
Add-on: Transportation	0	0	0	0	0
Add-on: Targeted Instructional Improvement Program	0	0	0	0	0
Add-on: TK	0	0	0	0	0
Add-on: ERT	0	0	0	0	0
Supplemental	2,263,283	2,229,070	2,252,018	2,329,023	2,406,200
Concentration	0	0	0	0	0
Additional Concentration	0	0	0	0	0

<sup>\*</sup> Grade Span Adjustments (GSA) are included in the Total Base Grants.

<sup>†</sup> Beginning in 2019-20, the ERT payment is rolled into the LCFF Add-ons.

# EL CAMINO REAL CHARTER HIGH SCHOOL KKL/ Trust Balance MAY 2025

ASB Account	9621 - Due to (From) School	
ECR 50th Anniversary	\$0.00	
TRUST - A Capella (Vocal Royale)	\$872.28	
TRUST - AVID	\$6,734.22	
TRUST - AcaDeca	\$0.00	
TRUST - Active Minds	\$34.88	
TRUST - American Cancer (Relay)	\$679.82	
TRUST - Asian Appreciation Club TRUST - Athletic Director	\$72.00	
	\$93.80	
TRUST - Band TRUST - Baseball	\$20,078.38 \$20,424.56	
TRUST - Baseball TRUST - Beyond the Books	\$29,421.56 \$464.00	
TRUST - Beyond the Books TRUST - Black Student U	\$164.00 \$2,282.37	
TRUST - Black Student o	\$2,262.37 \$26,206.28	
TRUST - Boys Golf	\$26,206.26 \$1,941.21	
TRUST - Boys Lacrosse	\$1,941.21 \$9,915.61	
TRUST - Boys Soccer	\$9,780.38	
TRUST - Boys Tennis	\$1,099.69	
Titoor - Boys Tollins	Ψ1,033.03	Emailed 6/24/2025, Alyssa Lee to review
	(\$796.73)	· · ·
TRUST - Boys Volleyball		charges
TRUST - Boys Waterpolo	\$5,648.27	
TRUST - Brett Schmit Memorial Fund	\$2,852.53	
TRUST - C2BK Cool 2 B Kind	\$397.75	
TRUST - CEA	\$1,427.61	
TRUST - CHIRLA	\$59.75	
TRUST - CSF	\$37,905.67	
TRUST - Cheerleaders TRUST - Choir	\$12,426.54 \$42,540.08	
TRUST - Clion TRUST - Claws for a Cause	\$12,540.98 \$17.88	
11001 - Claws for a Cause	\$17.00	Transfer balance to the ASB General and
	(\$35.58)	_
TRUST - Club Girl Up		closed the trust account
TRUST - College Counseling	\$689.68	
TRUST - Creative Writing	\$2,133.38	
TRUST - Cross Country	\$6,511.67	Tues of a bolomon to the ACD Commel and
	(\$6.69)	Transfer balance to the ASB General and
TRUST - Cultural Club	(40.00)	closed the trust account
TRUST - DECA	\$978.40	
TRUST - Dance	\$8,910.45	
TRUST - Drama	\$66,427.59	
TRUST - Drill Team	\$4,067.46	
TRUST - ECR Community Leaders	\$1,481.95	
TRUST - Endangered Species	\$64.00	
TRUST - Environmental	\$71.16	
TRUST - Falling Whistles	\$376.00	
TRUST - Fashion Club	\$278.36	
TRUST - Football	\$44,967.86	
TRUST - French Club	\$1,288.23	
TRUST - Friendship Circle	\$430.78	
TRUST - Future Homemakers	\$2,964.54	
TRUST - Ganssle Memorial Schol	\$1,000.00	
TRUST - Girls Basketball	\$4,744.70	

# EL CAMINO REAL CHARTER HIGH SCHOOL KKL/ Trust Balance MAY 2025

ASB Account	9621 - Due to (From) School
TRUST - Girls Flag Football	\$6,116.56
TRUST - Girls Golf	\$4,207.11
TRUST - Girls Lacrosse	\$10,291.41
TRUST - Girls Soccer	\$9,396.35
TRUST - Girls Tennis	\$474.81
TRUST - Girls Volleyball	\$12,567.79
TRUST - Girls Water Polo	\$1,210.71
TRUST - Grad Class 2024	\$0.00
TRUST - Grad Class 2025	\$40,467.15
TRUST - Grad Class 2026	\$11,024.05
TRUST - Grad Class 2027	\$769.24
TRUST - Great Films Club	\$69.00
TRUST - Helping Hands	\$632.00
TRUST - Humanitas	\$1.73
TRUST - Jewish Club	\$65.50
TRUST - KPOP Club	\$292.33
TRUST - Key Club	\$304.32
TRUST - Knitting for a Cause	\$44.05
TRUST - La Familia	\$143.81
TRUST - Local Charity Outreach	\$92.00
TRUST - Local Vocals	\$2,773.90
TRUST - MACS Club	\$40.00
TRUST - MESA Club	\$50.40
TRUST - Marching Band	\$0.00
TRUST - Medical Club	\$7,872.52
TRUST - Milton Goffman Scholarship	\$7,805.00
TRUST - Mock Trial TRUST - Model United Natn	\$385.00 \$373.00
TRUST - Model Offited Natif	\$873.00 \$836.00
TRUST - NJROTC	\$836.99
TRUST - NUROTC  TRUST - National Honors Soc	\$53,923.00 \$4,687.54
TRUST - National Honors Soc TRUST - Newspaper Interns Club	\$4,687.54 \$306.46
TRUST - Operation Smile	\$396.16 \$38.17
TRUST - Operation Sinile TRUST - Persian Club	\$128.00
TRUST - Philosophy Club	\$41.00
TRUST - Physics Club	\$861.27
TRUST - Ping Pong Club	\$28.60
TRUST - Recycle for Research	\$378.82
TRUST - Robotics	\$16,788.34
TRUST - Rotary Interact Club	\$0.00
TRUST - SURF CLUB	\$409.53
TRUST - Sand Volleyball	\$1,810.50
TRUST - Save Promise	\$79.00
TRUST - Save the Waves	\$126.00
TRUST - Schship JHarrison	\$9,253.61
TRUST - Science Bowl	\$1,441.23
RUST - Science National Honors Society	\$119.90
TRUST - She's The First	\$1,595.57
TRUST - Softball	\$19,307.81
TRUST - Spanish Honor Soc	\$440.70
TRUST - Speech & Debate	\$167.68
TRUST - Step	\$7,607.43
·	• •

# EL CAMINO REAL CHARTER HIGH SCHOOL KKL/ Trust Balance MAY 2025

ASB Account	9621 - Due to (From) School
TRUST - Student Council	\$41,029.07
TRUST - Students Demand Action	\$149.00
TRUST - Swimming & Diving	\$4,859.01
TRUST - The MESS	\$109.19
TRUST - Thespians Club	\$1,468.84
TRUST - Track & Field	\$262.32
TRUST - True Crime Club	\$11.81
TRUST - UNICEF	\$612.22
TRUST - VAPA Scholarship	\$2,572.52
TRUST - Vegan Peace Club	\$94.18
TRUST - WE Club	\$123.77
TRUST - Wrestling	\$3,143.64
TRUST - You Can Do This SCHLR	\$500.00
Trust - ECR School on Wheels	\$38.00
Trust - FLEX	\$40.00
Trust - Grad Class 2028	\$587.75
Trust - Journalism	\$196.38
Trust - Kiva Club	\$109.76
Trust - Koi Fish Remedy	\$54.00
Trust - MECHA	\$162.00
Trust - PCC	\$69.00
Trust - Project Paper Bag	\$14.07
Trust - Relay for life	\$2,036.36
Total	\$625,880.15

# The Los Angeles Unified board unanimously approved a \$18.8 billion budget that relies on diminishing reserves to make ends meet.

# LAUSD approves \$18.8 billion budget, braces for future cuts

"There is a tempest ahead, uncertainty, instability, a threat to public education as we know it," Superintendent Alberto Carvalho said as he gave updates to the district's financial plan Tuesday. "But this budget reflects your values, your beliefs, your principles and I believe strongly that it also reflects budget practices that strike a balance between the immediate need and the longer-term reality our district faces."

California funds schools based on how many students show up to class each day. Enrollment is <u>declining throughout the state</u>, particularly in areas with high costs of living. About <u>408,000</u> <u>students</u> attended LAUSD this past school year, a more than 40% decline from enrollment two decades ago.

## How bad is the fiscal outlook?

LAUSD is spending more money than it brings in. The district will pull from its reserves <u>for a second year</u> to make up a nearly **\$3 billion deficit.** 

It has not closed schools or significantly reduced staff as <u>costs have</u> <u>increased</u> and billions of dollars of <u>federal pandemic relief money</u> ran out.

# That's a different approach than other local

districts. <u>Pasadena</u> and <u>Santa Ana Unified</u>, for instance, announced plans this year to lay off hundreds of staff before next school year.

California law requires districts to create a "fiscal stabilization plan" if they're at risk of not meeting their financial obligations. LAUSD's board approved a plan last week that includes the possibility of school closures, layoffs of non-school-based staff, and cutting how much money individual schools can carry over in their budgets from year to year.

# What is the district spending more money on?

District staff highlighted increased funding for several programs next school year:

- \$175 million for Black Student Achievement Plan, a program started in 2021 to bring more resources to <u>campuses with large</u> <u>numbers of Black students</u> that has <u>expanded to serve other</u> <u>populations</u>.
- \$60 million to pay for an estimated 1,400 positions that don't have a dedicated funding source, including some staff hired with pandemic relief funding
- \$46 million to backfill expected <u>federal funding cuts</u>
- \$5 million to expand <u>centers that support immigrant</u> students and their families
- \$2 million to support LTBTQ+ students, in part through staff training and professional development
- \$1 million to create more green space on school campuses

# The district's budget does <u>not</u> account for several factors:

- Contracts currently being negotiated with the school support staff and <u>teachers unions</u>that could include raises.
- Additional reductions in federal funding.
- Unsettled <u>sexual abuse claims</u> that stretch back decades.

# Coversheet

# Discuss the Annual Performance-Based Charter School Division Oversight Visit Report for 2024-2025

Section: V. School Business

Item: A. Discuss the Annual Performance-Based Charter School Division

Oversight Visit Report for 2024-2025 **Purpose:** Discuss

Submitted by:

Related Material: ELCMNO 8617 Annual Perf.-Based Oversight Visit Rpt 24-25 (1).pdf



# LOS ANGELES UNIFIED SCHOOL DISTRICT CHARTER SCHOOLS DIVISION

# ANNUAL PERFORMANCE-BASED OVERSIGHT VISIT REPORT\* 2024-2025 SCHOOL YEAR FOR

#### EL CAMINO REAL CHARTER HIGH - 8617

Name and Location Code of Charter School

#### **LAUSD Vision**

Los Angeles Unified will be the premier public school district by eliminating educational inequities to graduate ALL students ready for the world – to thrive in college, career, and life.

#### **CSD Mission**

The LAUSD Charter Schools Division (CSD) fosters high quality educational opportunities and outcomes for students in the greater Los Angeles community through exemplary charter public school authorizing, oversight, and sharing of promising practices so that all students maximize their potential.

#### **CSD Core Values**

We believe that our success depends on:

- Making decisions that put the interests of students first.
- Serving with high expectations, integrity, professionalism, and commitment.
- Employing authentic, responsive, and effective leadership and teamwork.
- Continuously learning as a dynamic organization.
- Building and sustaining a healthy workplace culture where high performance, diversity, and creativity thrive.
- Developing productive relationships with our charter schools and all stakeholders.

<sup>\*</sup> Charter School shall comply in a timely manner with all applicable federal and state laws and regulations, as they may change from time to time, including but not limited to matters related to the school's governance, programs, facilities, operations, and/or fiscal management.



SCHOOL NAME: El Camino Real Charter High

Annual Performance-Based Oversight Visit Report DATE OF VISIT: 11/21/2024

Charter School Name: El Camino Real Charter High Location Code: 8617					8617					
Current Address:		City:			ZIP Code:	Phone:		Fax:		
5440 Valley Circle Blvd.		W	oodland Hills	;		91367	818-595-7500		818-595-7501	
7401 Shoup Ave.		W	est Hills			91307	818-857-5119		818-595-7519	
Current Term of Charter <sup>1</sup> :				LAUSD Board District:		LAUSD Region:				
July 1, 2021 to June 30, 2027				3			North			
Number of Students Currently Enrolled:	Enrolli	ment Capacity	y Per Chartei	:	Number	Above/Below Enrollm	ent Capacity		D 1 1 042	
2957	3800				(day of v	visit):			Below by 843	
<b>Grades Currently Served:</b>	Grades	To Be Served	l Per Chartei	:	Percent	Above/Below Enrollme	ent Capacity		Dolow by 22 100/	
9-12	9-12				(day of v	visit):			Below by 22.18%	
Norm Enrollment Number:	2948									
<b>Total Number of Staff Members:</b>	280		Certificate	ed:	154	Classified:			126	
Charter School's Leadership Team Members: Director; Dr.			r. Minita Cla	rk, Adr	ninistrativ	Bennett: Administrative re Director; Emilie Lard Director of Human Res	ew, Administrativ			
Charter School's Contact for Special Education: Emilie Larew, Administra		ative D	irector SELPA & Option: LAUSD SELPA & MOTO Option 3							
CSD Assigned Administrator:		Imelda Phil	lips			CSD Fiscal Oversight Manager:		Sally	Sally Ngov	
Other School/CSD Team Members:	Other School/CSD Team Members: Christine Kae, CSD Specialist									
Oversight Visit Date(s):	isit Date(s): November 21, 2024				Fiscal Review Date (if different): N/A					
Is school located on a District facility? If so, please indicate the applicable program (e.g., Prop 39, PSC, conversion, etc.):				LAUSD Co-Location applicable):	Campus(es) (if	N/A				
Certificate of Occupancy (COO) or Temporary Certificate of Occupancy Type: (if a TCO, please note expiration date)		N/A			COO/TCO Approved and Occupancy Loads		COO Schoo	(7401 Shoup Ave.) l		

SUMMARY OF RATINGS $(4) = Accomplished (3) = Proficient (2) = Developing (1) = Unsatisfactory$				
Governance	Student Achievement and Educational Performance	Organizational Management, Programs, and Operations	Fiscal Operations	
4, Accomplished	3, Proficient	3, Proficient	4, Accomplished	

<sup>&</sup>lt;sup>1</sup> Education Code section 47607.4 provides that "all charter schools whose term expires on or between January 1, 2022, and June 30, 2025, inclusive, shall have their term extended by two years, and all charter schools whose term expires on or between January 1, 2024, and June 30, 2027, inclusive, shall have their term extended by one additional year."



SCHOOL NAME: El Camino Real Charter High

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: 11/21/2024

#### **CHARTER RENEWAL CRITERIA**

In accordance with Education Code §§ 47605, 47607, and 47607.2, in order to renew a charter, the District must determine whether the charter school has met specific renewal criteria prescribed in statute.

#### REPORT GUIDE

LAUSD's oversight procedures are intended to balance a charter school's autonomy of operation with its accountability to the public. LAUSD utilizes a holistic, performance-based approach to evaluate all charter schools, guided principally by making decisions in the best interest of students. The CSD observes and monitors each charter school in accordance with applicable laws, regulations, LAUSD policy, memoranda of understanding, and the school's operative charter. Information gathered through oversight serves as part of the charter school's ongoing record for the District to make informed decisions about charter school authorization, renewal, material revisions, sharing of promising practices, and if need be, revocation. While LAUSD is responsible to provide oversight of its charter schools and the entities managing charter schools, the primary oversight of each charter school must first and foremost be performed by the charter school's own Governing Board. The Governing Board of a charter school has an ongoing responsibility to oversee the operations of its charter school(s), ensuring that every charter school it oversees is providing a high-quality educational program for students enrolled, is successfully fulfilling the terms of their charter, is fiscally sound, and complies with applicable laws, regulations, and court orders. In designing this document, the District has considered the California Charter Schools Act, the *LAUSD Policy and Procedures for Charter Schools*, the factors and guidance promulgated by the California State Board of Education in evaluating charter schools, and the National Association of Charter School Authorizers' *Principles and Standards of Quality Authorizing*. This reporting tool provides guidelines and criteria used by the CSD to observe, record, assess, and reflect with the charter school on school performance as captured during the annual oversight visit process in these four categories:

- <u>Governance</u> demonstrating fulfillment of the Governing Board's fiduciary responsibility to effectively direct and provide oversight for the charter public school, including but not limited to enactment and monitoring of policies and procedures to ensure the school's full compliance with applicable law, policy, and the terms of the charter approved by the LAUSD Board of Education
- Student Achievement and Educational Performance demonstrating positive academic achievement and growth for all students
- Organizational Management, Programs, and Operations demonstrating effective leadership and implementation of the governing board's policies and procedures, as well as the school's educational program and systems and procedures for the day-to-day operations of the school
- <u>Fiscal Operations</u> demonstrating sound fiscal management, appropriate use of public funds, and compliance with regulatory requirements

This report, including the ratings in each category, is based on information and evidence gathered at the time of the annual oversight visit. The CSD considers evidence provided through CSD staff observations, document review, interviews, and discussion with school representatives and stakeholders. All charter schools are expected to prepare for the visit and have available, as applicable, all documentation requested in the *Annual Performance Based Oversight Visit Preparation Guide*. The "Sources of Evidence" sections below identify key information sources generally relevant to their respective indicators; these lists are not exhaustive, however, and some items may not be applicable to the grades served. Schools may present additional evidence as deemed relevant and appropriate. As needed, CSD staff also may request additional information and/or documentation prior to, during, and/or following the visit.

The tool employs the following four-point rubric to rate the school's performance in each category: (4) Accomplished, (3) Proficient, (2) Developing, and (1) Unsatisfactory. In addition, the Summary of School Performance section in each category captures key findings under one or more of the following headings: (1) Areas of Demonstrated Strength and/or Progress; (2) Areas Noted for Further Growth and/or Improvement; and, if applicable, (3) Corrective Action Required. Under "Corrective Action Required," the CSD reports findings of material noncompliance with applicable law, LAUSD charter policy, or the school's approved charter. If the report includes any findings under "Corrective Action Required," the charter school must take immediate and appropriate steps to remedy the identified concern. In accordance with its "tiered intervention" approach to charter school non-compliance and poor performance, the CSD may also send the school appropriate notices, separate and apart from this report, to provide and document time-specific follow-up as necessary. At the other end of the spectrum of performance, any school that earns a rating of Accomplished in any category is encouraged to submit to the CSD a summary of those "promising practices" that the school believes have contributed to its success, in order to support the CSD's ongoing efforts to promote and facilitate reciprocal sharing of promising practices among education leaders from across all LAUSD schools.



SCHOOL NAME: El Camino Real Charter High

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: 11/21/2024

GOVERNANCE	RATING*
Summary of School Performance	4, Accomplished

Areas of Demonstrated Strength and/or Progress

G1: GOVERNANCE STRUCTURE AND COMPLIANCE MONITORING - The Governing Board has fully implemented the organizational structure set forth in the school's operative charter, including all committees/councils; and has a system in place to ensure it consistently complies with the applicable open meeting requirements for local agencies (e.g., Brown Act, Gov. Code, § 54950 et seq.).

- Folder I included evidence that the governing board reviewed (and subsequently certified) the Compliance Monitoring and Certification of Board
  Compliance Review form at its December 19, 2024 meeting, and the school administrator of El Camino Real Charter High signed the form on November 8,
  2024.
- Review of documentation provided for oversight (i.e., Folder I: Governance Documentation) included evidence that the current Board of Directors is comprised of seven directors, which is aligned with the organization's Bylaws requiring between six and 11 directors. An individual signed affidavit was provided by all board members with the date that Brown Act training was completed. Brown Act training was completed by all board members on October 2024.
- Folder I also included a calendar of meetings of the school's governing board for the 2024-2025 school year showing 11 scheduled monthly meetings of the school's governing board and 10 monthly Finance and Investment Committee meetings scheduled between September 2024 and June 2025.
- Review of the Governance Folder and the school's website included evidence that meetings of the school's governing board are conducted openly and provide opportunity for public participation. Agendas, minutes, materials, and recordings of meetings of the school's governing board are maintained and posted to the school website since 2015, and the governing board agendas include notice of reasonable accommodations for individuals with disabilities.

G3: RESPONSIVE AND ACCOUNTABLE GOVERNANCE - EDUCATIONAL PROGRAM - The Governing Board regularly considers school performance data, stakeholder input, and other data, and takes appropriate action to achieve positive measurable pupil outcomes (e.g., approving action plans and/or resources, analysis and discussion, etc.).

- Review of governance documentation in Folder I included evidence that meetings of the school's governing board include agenda items for updates and reports regarding student achievement from the organization's Executive Director, Administrative Directors, and other school staff.
- The school provided evidence that the board was presented data on June 6, 2024, June 27, 2024, and October 24, 2024 including, but not limited to, student achievement data (e.g., Review of LCAP) disaggregated by student groups, attendance data, LAUSD Annual Performance-Based Oversight Visit report scores, discipline data, and internal assessment progress.
- Under the board's governance, the school has achieved positive measurable pupil outcomes. The school has achieved above the state DFS average schoolwide on all academic indicators as evidenced by the *California School Dashboard* for 2024: ELA, Math, ELPI, and College and Career.
- Additionally, El Camino Real Charter High has received a level of *Proficient* in the *Student Achievement and Educational Performance* section for three years in a row and was categorized as "high performing" by the California Department of Education on March 14, 2025.



SCHOOL NAME: El Camino Real Charter High

Annual Performance-Based Oversight Visit Report DATE OF VISIT: 11/21/2024

Areas Noted for Further Growth and/or Improvement

None noted at this time.

Corrective Action Required

None noted that require immediate action to remedy concerns indicated in this report.

Notes: None

Progress on LAUSD Board of Education Benchmarks and/or MOU related to GOVERNANCE (if applicable):

#### \*RATING NOTES:

- A charter school may receive a rating of one (1) in this category for any of the following reasons: 1) Evidence of conflict (s) of interest within the organization (i.e. Governing Board, staff, contracted external parties, etc.), 2) School is in breach of the operative charter, including Federal, State, and District Required Language, 3) School is "Not in Good Standing," 4) Unresolved concern(s) and/or ongoing tiered intervention (i.e., Notice of Concern and/or Notice to Cure), and/or 5) If there are serious concerns related to fiscal matters (e.g., negative financial condition, fiscal mismanagement, repeat material weaknesses, significant deficiencies, and/or significant audit findings disclosed in the charter operator's most recent annual independent audit report, etc.).
- A charter school cannot receive a rating greater than three (3) in this category if it receives an overall rating of two (2) or one (1) in any other category (Student Achievement and Educational Performance; Organizational Management, Programs, and Operations; or Fiscal Operations).



SCHOOL NAME: El Camino Real Charter High

Annual Performance-Based Oversight Visit Report

DATE OF VISIT: 11/21/2024

#### G1: GOVERNANCE STRUCTURE AND COMPLIANCE MONITORING

The Governing Board has implemented the organizational structure, roles, and responsibilities set forth in the approved charter and applicable law, including:

- Governing Board composition, structure, roles, and responsibilities as set forth in the approved charter
- Governing Board committees/councils are implemented as described in the school's charter (e.g., Finance, Human Resources, Academics, etc.)
- The Governing Board has a system in place to ensure compliance with the public-integrity statutes including laws requiring open meetings and laws forbidding financial and other conflicts of interest.
- The Governing Board reviews and certifies the Compliance Monitoring and Certification of Board Compliance Review form

Performance Rubric	Sources of Evidence
<ul> <li>☑ The Governing Board has fully implemented the organizational structure set forth in the school's operative charter, including all committees/councils; and has a system in place to ensure it consistently complies with the applicable open meeting requirements for local agencies (e.g., Brown Act, Gov. Code, § 54950 et seq.)</li> <li>☐ The Governing Board has implemented the organizational structure set forth in the school's operative charter, including committees/councils; and has a system in place to ensure it complies with the applicable open meeting requirements for local agencies (e.g., Brown Act, Gov. Code, § 54950 et seq.)</li> <li>☐ The Governing Board has partially implemented the organizational structure set forth in the school's operative charter; and/or has an ineffective system in place to ensure it is complying with applicable open meeting requirements for local agencies (e.g., Brown Act, Gov. Code, § 54950 et seq.)</li> <li>☐ The Governing Board has not implemented the organizational structure set forth in the school's</li> </ul>	<ul> <li>☑ Organizational chart in approved charter</li> <li>☑ Organizational chart (current)</li> <li>☑ Board member roster</li> <li>☑ Bylaws (current)</li> <li>☑ Board Committee(s) Calendar(s)</li> <li>☑ California open meeting law training (Brown Act)</li> <li>☑ Compliance Monitoring and Certification of Board Compliance Review</li> <li>☑ Board meeting agendas, minutes, and/or documentation</li> <li>☑ Observation of Governing Board meeting(s)</li> <li>☑ Discussion with leadership</li> <li>☐ Stakeholder focus group</li> </ul>
operative charter; and has an ineffective or no system in place to ensure it is complying with applicable open meeting requirements for local agencies (e.g., Brown Act, Gov. Code, § 54950 et seq.)	☐ Other: (Specify)



SCHOOL NAME: El Camino Real Charter High

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#### **G2: DUE PROCESS**

The Governing Board has systems in place to ensure that the school provides adequate due process, in accordance with applicable law, the school's charter, and LAUSD charter school policy, to honor and protect the rights of students, employees, parents, and the public in the following areas:

- Student discipline
- Employee grievances and discipline
- Stakeholder complaint resolution pursuant to the Uniform Complaint Procedures (UCP)
- Parent/stakeholder complaint resolution for complaints outside regulatory scope of UCP

Performance Rubric	Sources of Evidence
<ul> <li>□ The Governing Board has well-developed systems in place to ensure that the school provides due process, in accordance with applicable law, the charter, and LAUSD charter policy, for students, employees, parents, and the public</li> <li>□ The Governing Board has systems in place to ensure that the school provides due process, in accordance with applicable law, the charter, and LAUSD charter policy, for students, employees, parents, and the public</li> <li>□ The Governing Board has partially developed systems in place to ensure that the school provides due process, in accordance with applicable law, the charter, and LAUSD charter policy, for students, employees, parents, and the public</li> <li>□ The Governing Board has minimal or no systems in place to ensure that the school provides due process, in accordance with applicable law, the charter, and LAUSD charter policy, for students, employees, parents, and the public</li> </ul>	<ul> <li>         ⊠ Student discipline policy and procedures         ≅ Employee grievance and discipline policy and procedure         ≅ Uniform Complaint Procedures policy and form(s)         ≅ Stakeholder complaint procedures and form(s)         ≅ Observation of Governing Board meeting(s)         ≅ Discussion with school leadership         □ Stakeholder focus group         □ Other: (Specify)     </li> </ul>



SCHOOL NAME: El Camino Real Charter High

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#### G3: RESPONSIVE AND ACCOUNTABLE GOVERNANCE - EDUCATIONAL PROGRAM

#### The Governing Board has systems in place to ensure ongoing:

- Review and use of academic performance data (e.g., CA School Dashboard, internal assessments, etc.) and other school data and information to ensure sound Governing Board decision-making in support of continuous improvement of student achievement, fiscal viability, compliance, and overall public school excellence
- Monitoring of the school's implementation of its Local Control and Accountability Plan (LCAP) and additional school plans (e.g., Comprehensive Support and Improvement (CSI), Additional Targeted Support and Improvement (ATSI), School Plan for Student Achievement (SPSA), and action plans for making progress toward LCAP goals)
- Transparent governance and accountability to stakeholders, including compliance with the LAUSD BOE's Charter School Transparency Resolution, as well as consideration of input from the school's committees/councils and stakeholders

Rubric	Sources of Evidence
<ul> <li>☑ The Governing Board regularly considers school performance data, stakeholder input, and other data, and takes appropriate action to achieve positive measurable pupil outcomes (e.g., approving action plans and/or resources, analysis and discussion, etc.)</li> <li>☐ The Governing Board considers school performance data, stakeholder input, and other data to inform decision-making (e.g., approving action plans and/or resources, analysis and discussion, etc.)</li> <li>☐ The Governing Board seldom considers school performance data, stakeholder input, and other data to inform decision-making (e.g., approving action plans and/or resources, analysis and discussion, etc.)</li> <li>☐ The Governing Board does not consider school performance data, stakeholder input, and other data to inform decision-making (e.g., approving action plans and/or resources, analysis and discussion, etc.)</li> </ul>	<ul> <li>☒ Board meeting agendas, minutes, and/or documentation</li> <li>☒ Board member and executive leadership training of Governing Board meeting(s)</li> <li>☒ Observation of Governing Board meeting(s)</li> <li>☒ Discussion with school leadership</li> <li>☐ Stakeholder focus group</li> <li>☐ Other: (Specify)</li> </ul>



SCHOOL NAME: El Camino Real Charter High

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DATE OF VISIT: 11/21/2024

#### G4: RESPONSIVE AND ACCOUNTABLE GOVERNANCE – STAFFING AND EVALUATIONS

#### The Governing Board has systems in place to ensure ongoing:

- Monitoring of staffing needs and the school's compliance with all applicable credentialing, clearance, and training requirements
- Evaluation procedures with clear performance standards for all school-based staff, including but not limited to administrators, certificated staff, and classified staff
- Evaluation of executive level leadership (including, but not limited to, those positions reporting to the Governing Board, as indicated in Element 4 of the approved charter, such as Executive Director, Area Superintendent, Principal, etc.)

Performance Rubric	Sources of Evidence
<ul> <li>□ The Governing Board regularly monitors school staffing to ensure that all students are taught by appropriately credentialed and assigned teachers, and has implemented a well-developed system for the evaluation of all school-based staff and executive level leadership staff</li> <li>☑ The Governing Board monitors school staffing to ensure that all students are taught by appropriately credentialed and assigned teachers, and has implemented a system for the evaluation of school-based staff and executive level leadership staff</li> <li>□ The Governing Board inconsistently monitors school staffing to ensure that all students are taught by appropriately credentialed and assigned teachers, and/or has partially implemented a system for the evaluation of school-based staff and/or executive level leadership staff</li> <li>□ The Governing Board seldom monitors school staffing to ensure that all students are taught by appropriately credentialed and assigned teachers, and/or has not implemented a system for the evaluation of school-based staff and/or executive level leadership staff</li> </ul>	<ul> <li>⋈ Human Resources policies and procedures</li> <li>⋈ Board meeting agendas, minutes, and/or documentation</li> <li>⋈ Evaluation of Executive Leadership procedures and tools</li> <li>⋈ Evaluation of school-based staff procedures and tools</li> <li>⋈ Compliance Monitoring and Certification of Board Compliance Review</li> <li>⋈ Certification of Clearances, Credentialing, and Mandated Reporter Training form ("ESSA Grid") for current academic year</li> <li>⋈ Observation of Governing Board meeting(s)</li> <li>⋈ Discussion with school leadership</li> <li>⋈ Stakeholder focus group</li> <li>⋈ Other: (Specify)</li> </ul>



SCHOOL NAME: El Camino Real Charter High

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#### **G5: FISCAL CONDITION**

#### The Governing Board has a system in place to ensure fiscal viability:

- The school is fiscally strong and net assets are positive in the two most current annual independent audit reports.
- If applicable, all LAUSD Board of Education-approved fiscal condition-related benchmark(s) are met by the required deadline(s)

	• If applicable, all LAUSD Board of Education-approved fiscal condition-related benchmark(s) are met by the required deadline(s).				
	Performance Rubric	Sources of Evidence			
Performance	<ul> <li>☑ The school is fiscally strong with positive net assets and meets the four (4) recommended financial ratios (identified as part of the Supplemental Criteria within the Fiscal Operations Rubrics section below for the rating of 4, <i>Accomplished</i>) in the two most current annual independent audit reports, <i>and</i>. if applicable, all LAUSD Board of Education-approved fiscal-condition related benchmark(s) are met by the required deadline(s)</li> <li>☐ The school is fiscally stable, with positive net assets in the most current annual independent audit report</li> <li>☐ The school is fiscally weak or unstable*, net assets are negative in the most current annual independent audit report, or the school does not have an independent audit report or audited financial result for its first operative year on file with LAUSD or prior charter authorizer</li> <li>☐ The school is consistently fiscally weak, net assets are negative in the two most current annual independent audit reports, or the school does not have an independent audit report or audited financial result for its first operative year on file with LAUSD or prior charter authorizer</li> <li>Notes: Additional considerations that could influence the rating may include: inadequate cash flow; financial condition and/or enrollment reflecting a downward trend and/or beginning to show signs of deteriorating financial health potentially leading to negative net assets in the current fiscal year and/or the foreseeable future fiscal years; multi-year reliance on financing resources for the school's operations (e.g., factoring of receivables, intraorganizational loans, third party loans, continuing deficit spending, etc.); or that the school may not be able to carry out quality educational programs when the student enrollment drops to a certain level.</li> <li>*For example, the school's financial condition fluctuates from year to year, with significant net losses, leading to negative net assets in the current fiscal year and/or the foreseeable fut</li></ul>	<ul> <li>☑ Board meeting agendas and minutes</li> <li>☑ Other evidence of a system for Board review and monitoring of fiscal policies, procedures, budget, and finances</li> <li>☑ Observation of Governing Board meeting</li> <li>☑ Discussion with leadership</li> <li>☑ Independent audit report(s)</li> <li>☑ Other financial information submitted by the school</li> <li>☑ Other: (see Fiscal Operations section below)</li> </ul>			



SCHOOL NAME: El Camino Real Charter High

DATE OF VISIT: 11/21/2024

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#### **G6: FISCAL MANAGEMENT AND ACCOUNTABILITY**

## The Governing Board has a system in place to ensure sound fiscal management and accountability:

- The school adheres to the Governing Board approved fiscal policies and procedures and does not have any areas noted for improvement.
- The two most current annual independent audit reports show no material weaknesses, deficiencies, and/or findings.
- The school is in compliance with Generally Accepted Accounting Principles, applicable law, LAUSD charter policy, and the school's approved charter.
- If applicable, all LAUSD Board of Education-approved fiscal management-related benchmark(s) are met by the required deadline(s).

	Performance Rubric	Sources of Evidence
Performance	<ul> <li>☑ The school consistently adheres to the Governing Board approved fiscal policies and procedures, does not have any areas noted for improvement, and the two most current annual independent audit reports show no material weaknesses, deficiencies, and/or findings</li> <li>☐ The school generally adheres to the Governing Board approved fiscal policies and procedures, but has areas noted for improvement, and the most current annual independent audit report shows no material weaknesses, deficiencies, and/or findings</li> <li>☐ The school is not adhering to the Governing Board approved fiscal policies and procedures, and has areas noted for improvement, or has significant fiscal-related issues (e.g., fiscal mismanagement, audit findings, unresolved recurring issues, potential conflicts of interest, etc.)</li> <li>☐ The school is continuously not adhering to the Governing Board approved fiscal policies and procedures, or has significant and recurring fiscal-related issues (e.g., fiscal mismanagement, audit findings, noncompliance with Generally Accepted Accounting Principles (GAAP), applicable law, LAUSD charter policy, and the school's approved charter, conflicts of interest, etc.)</li> </ul>	<ul> <li>☑ Board meeting agendas and minutes</li> <li>☑ Other evidence of a system for Board review and monitoring of fiscal policies, procedures, budget, and finances</li> <li>☑ Observation of Governing Board meeting</li> <li>☑ Discussion with leadership</li> <li>☑ Independent audit report(s)</li> <li>☑ Other: (see Fiscal Operations section below)</li> </ul>



SCHOOL NAME: El Camino Real Charter High

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DATE OF VISIT: 11/21/2024

STUDENT ACHIEVEMENT AND EDUCATIONAL PERFORMANCE	RATING*
Summary of School Performance	3, Proficient
California Department of Education's (CDE) Charter School's Performance Category: Dashboard Year 2025	High Performing- Criterion 2

Areas of Demonstrated Strength and/or Progress

A1: ALL STUDENTS ENGLISH LANGUAGE ARTS (ELA) INDICATOR- (GRADES 3-8 & 11) - The schoolwide Dashboard ELA Indicator performance color is Yellow, as compared to the state's color of Orange.

• The school's 2024 schoolwide ELA DFS (23.2 DFS) is higher than the state average (-13.2 DFS).

A2: STUDENT GROUP ENGLISH LANGUAGE ARTS (ELA) INDICATOR- (GRADES 3-8 & 11) – The majority of the school's numerically significant student groups scored higher than their respective student group statewide average (Status/DFS).

- The 2024 average DFS in ELA for the school's Latino student group (12.9 DFS) is higher than the state average (-39.3 DFS).
- The 2024 average DFS in ELA for the school's Socioeconomically Disadvantaged student group (9.3 DFS) is higher than the state average (-40.9 DFS).
- The 2024 average DFS in ELA for the school's Students with Disabilities student group (-95.1 DFS) is higher than the state average (-95.6 DFS).
- The 2024 average DFS in ELA for the school's Black or African American student group (-10.4 DFS) is higher than the state average (-58.9 DFS).
- The 2024 average DFS in ELA for the school's Two or More Races student group (13.9 DFS) is lower than the state average (24.3 DFS).
- The 2024 average DFS in ELA for the school's White student group (19.5 DFS) is higher that the state average (19.2 DFS).
- The 2024 average DFS in ELA for the school's Filipino student group (55.1 DFS) is higher than the state average (45.8 DFS).
- The 2024 average DFS in ELA for the school's Asian student group (89.5 DFS) is higher that the state average (60.7 DFS).

A3: ALL STUDENTS MATH INDICATOR- (GRADES 3-8 & 11) - The schoolwide Dashboard Math Indicator performance color is Yellow, as compared to the state's color of Orange.

• The school's 2024 schoolwide Math DFS (-40.9 DFS) is higher than the state average (-47.6 DFS).

**A5: ALL STUDENTS ENGLISH LEARNER PROGRESS INDICATOR (ELPI)** - The schoolwide Dashboard ELPI performance color is Blue, as compared to the state's color of Orange.

• The school's 2024 percentage of English Learner students making progress towards English language proficiency (75.0%) is higher than the state average (45.7%).

A6: ALL STUDENTS COLLEGE/CAREER (CCI) INDICATOR- (GRADES 9-12) - The schoolwide Dashboard College/Career Indicator performance color is Green, as compared to the state's color of Yellow.

• The school's 2024 percentage of students prepared for college or a career (52.6%) is higher than the state average (45.3%).



SCHOOL NAME: El Camino Real Charter High

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A7: STUDENT GROUP COLLEGE/CAREER INDICATOR (CCI) - (GRADES 9-12) - The majority of the school's numerically significant student groups have CCI percentages above their respective statewide student group percentages.

- The 2024 percentage of the school's Socioeconomically Disadvantaged student group prepared for college or a career (47.5%) is higher than the state average (37.4%).
- The 2024 percentage of the school's Black or African American student group prepared for college or a career (48.6%) is higher than the state average (28.1%).
- The 2024 percentage of the school's English Learner student group prepared for college or a career (17.6%) is higher than the state average (17.2%).
- The 2024 percentage of the school's Latino student group prepared for college or a career (46.5%) is higher than the state average (37.4%).
- The 2024 percentage of the school's White student group prepared for college or a career (55.9%) is higher than the state average (54.3%).
- The 2024 percentage of the school's Students with Disabilities student group prepared for college or a career (20.0%) is higher than the state average (13.5%)
- The 2024 percentage of the school's Asian student group prepared for college or a career (65.8%) is lower than the state average (74.5%).
- The 2024 percentage of the school's Filipino student group prepared for college or a career (64.7%) is lower than the state average (67.7%).
- The 2024 percentage of the school's Two or More Races student group prepared for college or a career (55.4%) is higher than the state average (53.7%)

**A9: ALL STUDENTS GRADUATION RATE INDICATOR- (GRADES 9-12) -** The schoolwide Dashboard Graduation Rate Indicator performance color is Green, as compared to the state's color of Yellow.

• The school's 2024 Graduation Rate (91.5%) is higher than the state average (86.7%).

A10: ALL STUDENTS SUSPENSION RATE INDICATOR- (GRADES K-12) - The schoolwide Dashboard Suspension Rate Indicator performance color is Green, as compared to the state's color of Green.

• The school's 2024 percentage of students suspended at least one day (1.2%) is lower than the state average (3.2%).

Areas Noted for Further Growth and/or Improvement

A4: STUDENT GROUP MATH INDICATOR- (GRADES 3-8 & 11) – Less than the majority of the school's numerically significant student groups scored higher than their respective student group statewide average (Status/DFS).

- The 2024 average DFS in Math for the school's Socioeconomically Disadvantaged student group (-52.7 DFS) is higher than the state average (-78.2 DFS).
- The 2024 average DFS in Math for the school's Latino student group (-60.1 DFS) is higher that the state average (-79.2 DFS).
- The 2024 average DFS in Math for the school's Students with Disabilities student group (-157.8 DFS) is lower than the state average (-124.3 DFS).
- The 2024 average DFS in Math for the school's Asian student group (46.8 DFS) is lower that the state average (49.5 DFS).
- The 2024 average DFS in Math for the school's Two or More Races student group (-66.4 DFS) is lower than the state average (-5.3 DFS).



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- The 2024 average DFS in Math for the school's Filipino student group (-3.0 DFS) is lower than the state average (10.4 DFS).
- The 2024 average DFS in Math for the school's White student group (-37.9 DFS) is lower that the state average (-10.3 DFS).
- The 2024 average DFS in Math for the school's Black or African American student group (-83.4 DFS) is higher than the state average (-102.2 DFS). In light of these results, school leaders report the following:
  - o "We have created three sections of off-track Algebra 1A and two sections of off-track Geometry A for the Spring 2025 semester to support students struggling with math. One section each of these Algebra 1A and Geometry A classes were created as collaborative classes with a Resource teacher providing support in the class every day."
  - o "We have added additional instructional assistants in math classes to provide additional support with learning and decrease the adult-to-student ratio in Algebra 1 and Geometry. We have also added instructional assistants to some Math Analysis classes to support achievement in math and increase our A-G completion rate."

#### Corrective Action Required

None noted that require immediate action to remedy concerns indicated in this report.

# **Local Indicators: Dashboard Year 2024**Basic Services and Conditions: Met Implementation of State Academic Standards: Met

Parent and Family Engagement: Met

School Climate: Met

Access to a Broad Course of Study: Met

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Charter School's 2024-2025 Every Student Succeeds Act (ESSA) Assistance Status:
☐ Comprehensive Support and Improvement – Low Graduation Rate (CSI- Low Grad)
☐ Comprehensive Support and Improvement – Low Performance (CSI- Low Perform)
☐ Additional Targeted Support and Improvement (ATSI)
☐ Targeted Support and Improvement (TSI)
⊠ No Status

# 2024 LCFF Charter School Assistance Eligibility:

- $\boxtimes$  General Assistance (Level 1) resources and assistance that is made available to all local educational agencies
- ☐ Differentiated Assistance (Level 2) local educational agencies that meet certain eligibility criteria for additional support

#### For 2023-2024:

The school's percent of "At Risk" ELs is 0.4% as compared to the state's percent of 6.8%

The school's percent of "LTELs" is 2.6% as compared to the state percent of 10.6%



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Progress on LAUSD Board of Education Benchmarks and/or MOU related to STUDENT ACHIEVEMENT AND EDUCATIONAL PERFORMANCE (if applicable):

☐ Not Applicable

On December 8, 2020, the Los Angeles Unified School District (LAUSD) Board of Education voted to approve with benchmarks the charter renewal petition of El Camino Real Charter High.

1. The school will achieve Increased or Increased Significantly in Change Level for its Students with Disabilities subgroup on the California School Dashboard's English Language Arts (ELA) Indicator over the term of the charter with the goal of achieving a Status level that is the same or higher than the applicable state levels by the time the charter is presented for renewal. The school's annual progress will be reviewed at the Annual Performance-Based Oversight Visit by the District.

**Benchmark Not Met.** The students with Disabilities student group Declined in Change level in ELA but is higher in DFS (-95.1) than the state (-95.6). In light of these results, school leaders report the following:

- o "Last year, professional development sessions were provided specifically for general education and Special Education teachers in collaborative math and English classes by a university professor from CSUN who specializes in Special Education and collaboration. This year we have adjusted the professional development to be schoolwide instead of targeted to collaborative teachers."
- 2. The school will achieve Increased or Increased Significantly in Change Level for its Students with Disabilities subgroup on the California School Dashboard's Math Indicator over the term of the charter with the goal of achieving a Status level that is the same or higher than the applicable state levels by the time the charter is presented for renewal. The school's annual progress will be reviewed at the Annual Performance-Based Oversight Visit by the District.

**Benchmark Not Met.** The Students with Disabilities student group Declined in Change level in Math and is lower in DFS (-157.8) than the state (-124.3). In light of these results, school leaders report the following:

- o "In development of the Special Education matrix, we have actively worked to limit the number of preps each RSP teacher has to better support their ability to have more in-depth content knowledge and provide more effective support for learning."
- "SDC teachers participate in general education department retreats for one class / content area they are teaching and also participate consistently in a PLC with their course-alike general education colleagues. RSP teachers also participate in PLC meetings based on the collaborative classes they are assigned to. There has been a significant push this year for the RSP teachers to participate in the department retreats with their PLCs and this has resulted in their consistent participation."
- o "This year, we have provided more consistency in testing locations for individual students to help increase predictability and decrease their anxiety related to testing procedures. Additionally, testing rooms were assigned earlier in the process to address the concerns identified last year regarding lack of sufficient notice of testing locations. Students have also been assigned to test with their case carriers or classroom teachers they are familiar with whenever possible."

\*RATING NOTE: A charter school cannot receive a rating in this category greater than a one (1) if the school has been identified as a Low Performing charter school based on the state's published list.



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A1: ALL STUDENTS ENGLISH LANGUAGE ARTS (ELA) INDICATOR- (GRADES 3-8 & 11)			
The school demonstrates student academic achievement, including progress towards closing the achievement gap, as measured by:			
California School Dashboard All Students ELA Indicator (CDE)			
Performance Rubric	Sources of Evidence		
<ul> <li>□ The California School Dashboard All Students ELA Indicator color is Blue</li> <li>□ The California School Dashboard All Students ELA Indicator color is Green; or a Status (DFS) that is the same or higher than the state average</li> <li>□ The California School Dashboard All Students ELA Indicator color is Yellow or Orange; and a Status (DFS) that is lower than the state average</li> <li>□ The California School Dashboard All Students ELA Indicator color is Red</li> <li>□ Not Available - No color assigned on the California School Dashboard for the ELA Indicator</li> <li>A2: STUDENT GROUP ENGLISH LANGUAGE ARTS (ELA) INDICATOR- (GRADES 3-8 &amp; The school demonstrates student academic achievement, including progress towards closing the action of the school demonstrates student academic achievement, including progress towards closing the action of the school demonstrates student academic achievement, including progress towards closing the action of the school demonstrates student academic achievement, including progress towards closing the action of the school demonstrates student academic achievement, including progress towards closing the action of the school demonstrates achievement.</li> </ul>	•		
<ul> <li>California School Dashboard ELA Indicator for Numerically Significant Student Groups (30 or more students) (CDE)</li> </ul>			
Performance Rubric Sources of Evidence			
<ul> <li>□ All numerically significant student groups scored higher than their respective student group statewide average (Status/DFS)</li> <li>□ The majority of the numerically significant student groups scored higher than their respective student group statewide average (Status/DFS)</li> <li>□ Less than a majority of the numerically significant student groups scored higher than their respective student group statewide average (Status/DFS)</li> <li>□ None of the school's numerically significant student groups scored higher than their respective student group statewide average (Status/DFS)</li> <li>□ Not Available - No assessment of performance on the California School Dashboard for this indicator</li> </ul>	<ul> <li>☑ California School Dashboard (CDE)</li> <li>☐ Office of Data &amp; Accountability's Data Set (LAUSD)</li> <li>☐ Other: (Specify)</li> </ul>		
statewide average (Status/DFS)  ☐ The majority of the numerically significant student groups scored higher than their respective student group statewide average (Status/DFS)  ☐ Less than a majority of the numerically significant student groups scored higher than their respective student group statewide average (Status/DFS)  ☐ None of the school's numerically significant student groups scored higher than their respective student group statewide average (Status/DFS)  ☐ Not Available - No assessment of performance on the California School Dashboard for this indicator	☐ Office of Data & Accountability's Data Set (LAUSD)		
statewide average (Status/DFS)  ☐ The majority of the numerically significant student groups scored higher than their respective student group statewide average (Status/DFS)  ☐ Less than a majority of the numerically significant student groups scored higher than their respective student group statewide average (Status/DFS)  ☐ None of the school's numerically significant student groups scored higher than their respective student group statewide average (Status/DFS)  ☐ Not Available - No assessment of performance on the California School Dashboard for this indicator  A3: ALL STUDENTS MATH INDICATOR- (GRADES 3-8 & 11)  The school demonstrates student academic achievement, including progress towards closing the action of the school demonstrates student academic achievement, including progress towards closing the action of the school demonstrates student academic achievement, including progress towards closing the action of the school demonstrates student academic achievement, including progress towards closing the action of the school demonstrates student academic achievement, including progress towards closing the action of the school demonstrates student academic achievement, including progress towards closing the action of the school demonstrates student academic achievement, including progress towards closing the action of the school demonstrates student academic achievement, including progress towards closing the action of the school demonstrates student academic achievement.	☐ Office of Data & Accountability's Data Set (LAUSD) ☐ Other: (Specify)		
statewide average (Status/DFS)  ☐ The majority of the numerically significant student groups scored higher than their respective student group statewide average (Status/DFS)  ☐ Less than a majority of the numerically significant student groups scored higher than their respective student group statewide average (Status/DFS)  ☐ None of the school's numerically significant student groups scored higher than their respective student group statewide average (Status/DFS)  ☐ Not Available - No assessment of performance on the California School Dashboard for this indicator  A3: ALL STUDENTS MATH INDICATOR- (GRADES 3-8 & 11)	☐ Office of Data & Accountability's Data Set (LAUSD) ☐ Other: (Specify)		



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☐ The California School Dashboard All Students Math Indicator color is Blue	☐ California School Dashboard (CDE)
☑ The California School Dashboard All Students Math Indicator color is Green; or a Status (DFS)	☐ Office of Data & Accountability's Data Set (LAUSD)
that is the same or higher than the state average	☐ Other: (Specify)
☐ The California School Dashboard All Students Math Indicator color is Yellow or Orange; and a	
Status (DFS) that is lower than the state average	
☐ The California School Dashboard All Students Math Indicator color is Red	
☐ Not Available - No color assigned on the California School Dashboard for the Math	
Indicator	
A4: STUDENT GROUP MATH INDICATOR- (GRADES 3-8 & 11)	
The school demonstrates student academic achievement, including progress towards closing the ac	
<ul> <li>California School Dashboard Math Indicator for Numerically Significant Student Groups (30)</li> </ul>	or more students) (CDE)
Performance Rubric	Sources of Evidence
☐ All numerically significant student groups scored higher than their respective student group	☐ California School Dashboard (CDE)
statewide average (Status/DFS)	☐ Office of Data & Accountability's Data Set (LAUSD)
☐ The majority of the numerically significant student groups scored higher than their respective	☐ Other: (Specify)
student group statewide average (Status/DFS)	
☐ Less than a majority of the numerically significant student groups scored higher than their	
respective student group statewide average (Status/DFS)	
☐ None of the school's numerically significant student groups scored higher than their respective	
student group statewide average (Status/DFS)	
□ Not Available - No assessment of performance on the California School Dashboard for this	
indicator	
A5: ALL STUDENTS ENGLISH LEARNER PROGRESS INDICATOR (ELPI)	
The school demonstrates student academic achievement, including progress towards closing the ac	chievement gap, as measured by:
<ul> <li>California School Dashboard All Students ELPI (CDE)</li> </ul>	
Performance Rubric	Sources of Evidence



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☑ The California School Dashboard All Students ELPI color is Blue	☑ California School Dashboard (CDE)
☐ The California School Dashboard All Students ELPI color is Green; or a Status (Percent) that is	☐ Office of Data & Accountability's Data Set (LAUSD)
the same or higher than the state average	☐ Other: (Specify)
☐ The California School Dashboard All Students ELPI color is Yellow or Orange; and a Status	
(Percent) that is lower than the state average	
☐ The California School Dashboard All Students ELPI color is Red	
☐ Not Available - No color assigned on the California School Dashboard for the ELPI	
A6: ALL STUDENTS COLLEGE/CAREER (CCI) INDICATOR- (GRADES 9-12)	
The school demonstrates student academic achievement, including progress towards closing the ac	hievement gap, as measured by:
California School Dashboard All Students CCI (CDE)	
	~ ~~
Performance Rubric	Sources of Evidence
Performance Rubric  ☐ The California School Dashboard All Students CCI color is Blue	Sources of Evidence  ☑ California School Dashboard (CDE)
☐ The California School Dashboard All Students CCI color is Blue	☑ California School Dashboard (CDE)
☐ The California School Dashboard All Students CCI color is Blue ☐ The California School Dashboard All Students CCI color is Green; or a Status (Percent) that	<ul> <li>☑ California School Dashboard (CDE)</li> <li>☐ Office of Data &amp; Accountability's Data Set (LAUSD)</li> </ul>
<ul> <li>☐ The California School Dashboard All Students CCI color is Blue</li> <li>☑ The California School Dashboard All Students CCI color is Green; or a Status (Percent) that is the same or higher than the state average</li> </ul>	<ul> <li>☑ California School Dashboard (CDE)</li> <li>☐ Office of Data &amp; Accountability's Data Set (LAUSD)</li> </ul>
<ul> <li>□ The California School Dashboard All Students CCI color is Blue</li> <li>⋈ The California School Dashboard All Students CCI color is Green; or a Status (Percent) that is the same or higher than the state average</li> <li>□ The California School Dashboard All Students CCI color is Yellow or Orange; and a Status</li> </ul>	<ul> <li>☑ California School Dashboard (CDE)</li> <li>☐ Office of Data &amp; Accountability's Data Set (LAUSD)</li> </ul>
<ul> <li>□ The California School Dashboard All Students CCI color is Blue</li> <li>⋈ The California School Dashboard All Students CCI color is Green; or a Status (Percent) that is the same or higher than the state average</li> <li>□ The California School Dashboard All Students CCI color is Yellow or Orange; and a Status (Percent) that is lower than the state average</li> </ul>	<ul> <li>☑ California School Dashboard (CDE)</li> <li>☐ Office of Data &amp; Accountability's Data Set (LAUSD)</li> </ul>
<ul> <li>□ The California School Dashboard All Students CCI color is Blue</li> <li>□ The California School Dashboard All Students CCI color is Green; or a Status (Percent) that is the same or higher than the state average</li> <li>□ The California School Dashboard All Students CCI color is Yellow or Orange; and a Status (Percent) that is lower than the state average</li> <li>□ The California School Dashboard All Students CCI color is Red</li> </ul>	<ul><li>☑ California School Dashboard (CDE)</li><li>☐ Office of Data &amp; Accountability's Data Set (LAUSD)</li></ul>
<ul> <li>□ The California School Dashboard All Students CCI color is Blue</li> <li>☑ The California School Dashboard All Students CCI color is Green; or a Status (Percent) that is the same or higher than the state average</li> <li>□ The California School Dashboard All Students CCI color is Yellow or Orange; and a Status (Percent) that is lower than the state average</li> <li>□ The California School Dashboard All Students CCI color is Red</li> <li>□ Not Available – No color assigned on the California School Dashboard for the CCI</li> <li>□ Not Applicable - CCI is not applicable for the grade levels assigned at the charter school</li> </ul>	<ul><li>☑ California School Dashboard (CDE)</li><li>☐ Office of Data &amp; Accountability's Data Set (LAUSD)</li></ul>
<ul> <li>□ The California School Dashboard All Students CCI color is Blue</li> <li>⋈ The California School Dashboard All Students CCI color is Green; or a Status (Percent) that is the same or higher than the state average</li> <li>□ The California School Dashboard All Students CCI color is Yellow or Orange; and a Status (Percent) that is lower than the state average</li> <li>□ The California School Dashboard All Students CCI color is Red</li> <li>□ Not Available – No color assigned on the California School Dashboard for the CCI</li> <li>□ Not Applicable - CCI is not applicable for the grade levels assigned at the charter school</li> <li>A7: STUDENT GROUP COLLEGE/CAREER INDICATOR (CCI) - (GRADES 9-12)</li> </ul>	<ul> <li>□ California School Dashboard (CDE)</li> <li>□ Office of Data &amp; Accountability's Data Set (LAUSD)</li> <li>□ Other: (Specify)</li> </ul>
<ul> <li>□ The California School Dashboard All Students CCI color is Blue</li> <li>⋈ The California School Dashboard All Students CCI color is Green; or a Status (Percent) that is the same or higher than the state average</li> <li>□ The California School Dashboard All Students CCI color is Yellow or Orange; and a Status (Percent) that is lower than the state average</li> <li>□ The California School Dashboard All Students CCI color is Red</li> <li>□ Not Available – No color assigned on the California School Dashboard for the CCI</li> <li>□ Not Applicable - CCI is not applicable for the grade levels assigned at the charter school</li> </ul> A7: STUDENT GROUP COLLEGE/CAREER INDICATOR (CCI) - (GRADES 9-12) The school demonstrates student academic achievement, including progress towards closing the action of the school demonstrates student academic achievement, including progress towards closing the action of the school demonstrates student academic achievement, including progress towards closing the action of the school demonstrates student academic achievement, including progress towards closing the action of the school demonstrates student academic achievement, including progress towards closing the action of the school demonstrates action of the school demonstrates student academic achievement, including progress towards closing the action of the school demonstrates action of the school demonstrates action of the school demonstrates action of the school demonstrates action of the school demonstrates action of the school demonstrates action of the school demonstrates action of the school demonstrates action of the school demonstrates action of the school demonstrates action of the school demonstrates action of the school demonstrates action of the school demonstrates action of the school demonstrates action of the school demonstrates action of the school demonstrates action of the school demonstrates action of the school demonstrates action of the school demonstrates action of t	☐ California School Dashboard (CDE) ☐ Office of Data & Accountability's Data Set (LAUSD) ☐ Other: (Specify)  Chievement gap, as measured by:
<ul> <li>□ The California School Dashboard All Students CCI color is Blue</li> <li>⋈ The California School Dashboard All Students CCI color is Green; or a Status (Percent) that is the same or higher than the state average</li> <li>□ The California School Dashboard All Students CCI color is Yellow or Orange; and a Status (Percent) that is lower than the state average</li> <li>□ The California School Dashboard All Students CCI color is Red</li> <li>□ Not Available – No color assigned on the California School Dashboard for the CCI</li> <li>□ Not Applicable - CCI is not applicable for the grade levels assigned at the charter school</li> <li>A7: STUDENT GROUP COLLEGE/CAREER INDICATOR (CCI) - (GRADES 9-12)</li> </ul>	☐ California School Dashboard (CDE) ☐ Office of Data & Accountability's Data Set (LAUSD) ☐ Other: (Specify)  Chievement gap, as measured by:

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☐ All numerically significant student groups scored higher than their respective student	☑ California School Dashboard (CDE)
group statewide average (Status/Percent)	☐ Office of Data & Accountability's Data Set (LAUSD)
☑ The majority of the numerically significant student groups scored higher than their respective	☐ Other: (Specify)
student group statewide average (Status/Percent)	
☐ Less than a majority of the numerically significant student groups scored higher than	
their respective student group statewide average (Status/Percent)	
☐ None of the school's numerically significant student groups scored higher than their	
respective student group statewide average (Status/Percent)	
☐ Not Available – No assessment of performance on the California School Dashboard for	
this indicator	
☐ Not Applicable - CCI is not applicable for the grade levels assigned at the charter school	

#### A8: ALL STUDENTS CHRONIC ABSENTEEISM INDICATOR- (GRADES K-8)

<ul> <li>The school demonstrates student academic achievement, including progress towards closing the achievement gap, as measured by:</li> <li>California School Dashboard All Students Chronic Absenteeism Indicator (CDE)</li> </ul>			
Performance Rubric	Sources of Evidence		
☐ The California School Dashboard All Students Chronic Absenteeism Indicator color is Blue	☐ California School Dashboard (CDE)		
☐ The California School Dashboard All Students Chronic Absenteeism Indicator color is Green; or	☐ Office of Data & Accountability's Data Set (LAUSD)		
a Status (Percent) that is the same or lower than the state average	☐ Other: (Specify)		
☐ The California School Dashboard All Students Chronic Absenteeism Indicator color is Yellow or			
Orange; and a Status (Percent) that is higher than the state average			
☐ The California School Dashboard All Students Chronic Absenteeism Indicator color is Red			
notwithstanding the Status (Percent)			
☐ Not Available - No color assigned on the California School Dashboard for the Chronic			
Absenteeism Indicator			
⊠ Not Applicable - The Chronic Absenteeism Indicator is not applicable for the grade			
levels assigned at the charter school			

#### A9: ALL STUDENTS GRADUATION RATE INDICATOR- (GRADES 9-12)

The school demonstrates student academic achievement, including progress towards closing the achievement gap, as measured by:

• California School Dashboard All Students Graduation Rate Indicator (CDE)



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Performance Rubric	Sources of Evidence
☐ The California School Dashboard All Students Graduation Rate Indicator color is Blue	☑ California School Dashboard (CDE)
☑ The California School Dashboard All Students Graduation Rate Indicator color is Green; or a	☐ Office of Data & Accountability's Data Set (LAUSD)
Status (Percent) that is the same or higher than the state average	☐ Other: (Specify)
☐ The California School Dashboard All Students Graduation Rate Indicator color is Yellow or	
Orange; and a Status (Percent) that is lower than the state average	
☐ The California School Dashboard All Students Graduation Rate Indicator color is Red	
☐ Not Available - No color assigned on the California School Dashboard for the	
Graduation Rate Indicator	
☐ Not Applicable - The Graduation Rate Indicator is not applicable for the grade levels	
assigned at the charter school	

#### A10: ALL STUDENTS SUSPENSION RATE INDICATOR- (GRADES K-12)

The school demonstrates student academic achievement, including progress towards closing the achievement gap, as measured by:		
<ul> <li>California School Dashboard All Students Suspension Rate Indicator (CDE)</li> </ul>		
Performance Rubric	Sources of Evidence	
☐ The California School Dashboard All Students Suspension Rate Indicator color is Blue	☐ California School Dashboard (CDE)	
☑ The California School Dashboard All Students Suspension Rate Indicator color is Green; or a	☐ Office of Data & Accountability's Data Set (LAUSD)	
Status (Percent) that is the same or lower than the state average	☐ Other: (Specify)	
☐ The California School Dashboard All Students Suspension Rate Indicator color is Yellow or		
Orange; and a Status (Percent) that is higher than the state average		
☐ The California School Dashboard All Students Suspension Rate Indicator color is Red		
☐ Not Available - No color assigned on the California School Dashboard for the		
Suspension Rate Indicator		

#### A11: INTERNAL ASSESSMENT – VERIFIED DATA IMPLEMENTATION

The information provided in this report on internal assessments is to determine the charter school's verified data implementation, as applicable. As part of renewal, as applicable, for charter schools that are identified by the California Department of Education (CDE) as Middle or Low Performing, the LAUSD Board shall consider schoolwide performance and performance of all student groups on the California School Dashboard and shall also consider clear and convincing evidence, demonstrated by verified data, showing either a) the school achieved measurable increases in academic achievement, as defined by at least one year's progress for each year in school or b) strong postsecondary outcomes equal to similar peers.



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The LAUSD Board shall only consider verified data adopted by the State Board of Education pursuant to Ed. Code § 47607.2(c) (Link: <u>Approved List</u>). In addition, staff's review of the charter school's submitted materials will be based on the verified data sources adopted by the State Board of Education Ed. Code § 47607.2(c)(3). Charter schools submitting verified data for this purpose must adhere to the state-approved criteria.

The information below is based on charter school's self-reported data and will not be scored.

The charter school provided the following Verified Data for consideration: 

Academic Progress Indicator(s) and/or 

Postsecondary Indicator(s)

#### Academic Progress Indicator(s) for the 2023-2024 School Year:

Academic Progress Indicator (ELA): MAP Growth by Grade Levels: 9-12 Assessment Administration: 95% Participation Met\*: NWEA, Grades K-12 Beginning Year/End of Year Met

Academic Progress Indicator (Math): MAP Growth by Grade Levels: 9-12 Assessment Administration: 95% Participation Met\*:

NWEA, Grades K–12 Beginning Year/End of Year Met

\*If the charter school did not meet the 95% participation, the charter school's plan to address the participation is included in the Notes below.

- 1. The charter school did disaggregate student performance data by student groups. Grade Levels
- 2. The charter school affirmed that the assessments were administrated as intended, consistent with the test publishers' administration and test security procedures.
- **3.** The charter school provided the following publisher's verified data report(s):
  - ☐ i-Ready K-8 by Curriculum Associates: *Diagnostic Growth*
  - ☐ i-Ready 9-12 by Curriculum Associates: *Academic Progress Report*
  - ☐ MAP Growth by NWEA: Student Growth Summary Report
  - ☐ Star Assessment by Renaissance: Star Growth Report
  - ☐ Other: Click or tap here to enter text.
  - ☐ The charter school provided sections of the publisher's report, however it could not be used as verified data because it was not the complete report.
  - $\square$  The charter school provided school created reports that are not considered verified data.
  - ☑ The charter school did not provide the publisher's designated report to demonstrate one year's growth.

As the date of this published report, the names of the above-mentioned reports are the District's current understanding from the publisher.

#### Postsecondary Indicators (high school only):

Postsecondary Indictor: National Student Clearinghouse Student Tracker and CDE DataQuest College-Going Rate

- 1. The report provided by the charter school included the results of at least 95% of eligible students. If the charter school did not meet the 95% participation rate, the charter school's plan to address the participation is included in the Notes below.
- 2. The report provided by the charter school included the number of eligible students and missing or non-participating students.



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3. The report provided by the charter school provided evidence of comparing the data to similar peers (which may include, but not limited to, similar demographics, pupil student groups, first-time college attendance, or other similar circumstances and if not available, comparison to statewide data).

Notes:	None
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#### A12: ALL STUDENTS SCIENCE INDICATOR- (GRADES 5, 8, 10-12)

<ul> <li>The school demonstrates student academic achievement, including progress towards closing the achievement gap, as measured by:</li> <li>California School Dashboard All Students Science Indicator (CDE)</li> </ul>		
Performance Rubric	Sources of Evidence	
The Science Indicator information is for informational purposes only and will not be scored.	☐ California School Dashboard (CDE)	
	☐ Office of Data & Accountability's Data Set (LAUSD)	
☐ The California School Dashboard All Students Science Indicator is higher than the state	☐ Other: (Specify)	
☐ The California School Dashboard All Students Science Indicator is lower than the state		
☐ Not Applicable - The Science Indicator is not applicable for the grade levels		
assigned at the charter school		

#### LOCAL CONTROL AND ACCOUNTABILITY PLAN 2024-2025 (For Informational Purposes Only)

The CSD reviewed the Local Control and Accountability Plan.		
All requested template information and descriptions were provided:	Sources of Evidence	
□ LCFF Budget Overview for Parents	□ Local Control and Accountability Plan	
⊠ 2023-2024 LCAP Annual Update	⊠ Board Agenda and Minutes	
⊠ Plan Summary		
☐ Engaging Educational Partners		
☐ Goals and Actions		
☑ Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students		
⊠ Action Tables		
⊠ Instructions		
Notes: None		



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ORGANIZATIONAL MANAGEMENT, PROGRAMS, AND OPERATIONS	RATING*
Summary of School Performance	3, Proficient

Areas of Demonstrated Strength and/or Progress

O1: IMPLEMENTATION OF THE EDUCATIONAL PROGRAM - The school has fully implemented the educational program, including key features, outlined in the school's charter and aligned to California State Content Standards specific to the grade levels served; and has achieved an overall rating of "3" or "4" in the Student Achievement and Educational Performance category of this year's oversight report.

- Review of Folder III documentation provided evidence of the school's Standards-Based Instructional Program, which is aligned to its Key Features such as experience based learning programs, academic innovation, wellness and counseling support, and professional learning communities. Document review also showed a system of student achievement data analysis that described the following four step process:
  - o "Establishing a data culture and team that will explore the data."
  - o "Collecting and organizing data for analysis by identifying the relevant data."
  - o "Analyzing the data by looking at patterns and trends, programs, and student groups in greatest need."
  - o "Explaining the results schoolwide, in PLCs, or Department Meetings to explain underlying causes of the areas needing improvement."
- School leadership provided documentation of the school's system to monitor student progress toward and completion of graduation and A-G requirements, which included an individualized graduation plan, a sample letter to seniors based on the spring semester five-week report card, and a sample letter to non-seniors based on the spring semester five-week report card. In addition, school leadership shared the following:
  - o "Parents/Guardians/Students have continuous access to course grade information through the Aeries student information system. They can look into each teacher's gradebook to check on assignments and grades. They can also see what course they completed and their graduation status. In addition, we have the traditional five week reporting periods for progress reports and report cards. Counselors also meet with students at least twice a year to discuss course selection, academic progress, and progress toward meeting graduation and A-G requirements."

**O5: STAKEHOLDER ENGAGEMENT AND INVOLVEMENT** - The school provided evidence of a well-developed and effective system for stakeholder engagement, including gathering input, encouraging involvement, sharing information, and resolving concerns; and, as applicable, implements an SSC, ELAC, and/or PAC in accordance with all legal requirements.

- The school yearlong calendar of school events and meetings are shared with the public via the school's website. The calendar is kept current and provides stakeholders information of upcoming events such as sports, parent meetings, early dismissal days, general activities, student activities, AP exam information, and school trips.
- Folder III included agenda and minutes of meetings of the School Site Council (SSC) and English Learner Advisory Council (ELAC). Additionally, agendas and minutes are available on the school's website. A calendar of stakeholder meetings for the 2024-2025 school year was provided and included multiple meetings for the following: SSC, ELAC, PAC, School Safety Committee, Padres Latinos (parent group), RISE (parent group), and ECR Royal Families (parent group).
- School leadership shared the following regarding their School Parental Involvement Policy:
  - o "ECRCHS provides the coordination, technical assistance, and other support necessary to assist and build the capacity within the Charter School in planning and implementing effective parent and family involvement activities to improve student academic achievement and school performance,



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which may include meaningful consultation with employers, business leaders, and philanthropic organizations, or individuals with expertise in effectively engaging parents and family members in education."

o "ECRCHS conducts, with the meaningful involvement of parents and family members, an annual evaluation of the content and effectiveness of the Policy in improving the academic quality at the Charter School. This Includes revisiting the plan at least annually with a focus on how the measures taken affected achievement data."

Areas Noted for Further Growth and/or Improvement

O6: CLEARANCES AND CREDENTIALING COMPLIANCE - The school has partially implemented and/or intermittently monitors systems and procedures leading to inconsistent compliance with applicable law, including but not limited to clearance, credentialing, and assignment requirements. The school did not obtain all necessary vendor clearances, including criminal background and tuberculosis (TB) risk assessments/clearances as applicable, prior to the provision of service for a vendor. The vendor provided services on August 12, 2024, but the charter school did not obtain the annual certification clearance until September 13, 2024. To ensure that all vendors obtain clearance before services are provided, school leadership shared the following:

• "We will work closely with all vendors to receive all vendor certifications prior to services being rendered and send all vendor certifications requests at the start of July to ensure we have accurate records."

#### Corrective Action Required

None noted that require immediate action to remedy concerns indicated in this report.

Notes:

O1 – Per the Los Angeles Daily News, "El Camino Real wins 11<sup>th</sup> Decathlon National Championship, the most in U.S. The team won its third consecutive national championship and beat its own record with 11 titles."

Progress on LAUSD Board of Education Benchmarks and/or MOU related to ORGANIZATIONAL MANAGEMENT, PROGRAMS, AND OPERATIONS (if applicable):



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#### \*RATING NOTES:

- A charter school cannot receive a rating in this category greater than one (1) for any of the following reasons: 1) Failed to complete criminal background clearances for any new staff and/or sole proprietor (as defined on the Certification of Clearances, Credentialing, and Mandated Training) prior to employment; and/or failed to obtain DOJ clearance certification, as appropriate, from a vendor; 2) Failed to have Health, Safety, and Emergency Plan; 3) Failed to have an appropriate Certificate of Occupancy, or equivalent; and/or 4) The school is in breach of the operative charter, including Federal, State, and District Required Language related to this section.
- A charter school cannot receive a rating in this category greater than two (2) for any of the following reasons: 1) Failed to conduct child abuse mandated reporter training in accordance with Education Code 44691; 2) Any teacher of the instructional program is not appropriately credentialed (including required authorization(s) e.g., English Learner authorization) and assigned per legal requirements and the school's operative charter at any time during the academic year.
- A charter school may receive an overall rating of two (2) for the following reason: Failed to provide evidence of any item on the "Review of Health and Safety Compliance Items" checklist below.
- A charter school cannot receive a rating in this category greater than three (3) for the following reason: Failed to provide evidence of any item on the "Review of Transparency and Stakeholder Information Compliance Items" checklist below.

#### **01: IMPLEMENTATION OF THE EDUCATIONAL PROGRAM**

The school has systems in place to ensure alignment to the curricular and educational program outlined in the approved charter by:

- Implementing key features of the educational program described in the charter
- Implementing standards-based instruction in accordance with the California State Content Standards specific to the grade levels served and aligned with the needs of students
- Implementing assessments to measure the development of grade-level appropriate academic and non-academic skills
- Reviewing and analyzing school and student progress towards annual goals (schoolwide and for all student groups that the school serves) that are consistent with the educational performance measured by the California School Dashboard and state assessments
- Providing teacher, staff, and administrator professional development specific to supporting desired student outcomes and key features outlined in the school's charter
- Implementing a system to monitor student progress toward, and completion of, graduation and A-G requirements (high schools only)

Performance Rubric	Sources of Evidence
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#### LAUSD CHARTER SCHOOLS DIVISION

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☑ The school has fully implemented the educational program, including key features, outlined in	⊠ Key Features of the Educational Program
the school's charter and aligned to California State Content Standards specific to the grade levels	
served; and has achieved an overall rating of "3" or "4" in the Student Achievement and	☐ Master Schedule/Course Schedule
Educational Performance category of this year's oversight report	⊠ Student Achievement Data Analysis
☐ The school has implemented the educational program, including key features, outlined in the	□ Professional Development documentation
school's charter and aligned to California State Content Standards specific to the grade levels served	☐ Classroom/site Observation
☐ The school has partially implemented the educational program, including key features, outlined	☐ Discussion with school leadership
in the school's charter and aligned to California State Content Standards specific to the grade levels served	☐ Other: (Specify)
☐ The school has minimally implemented, or not at all, the educational program, including key	High School:
features, outlined in the school's charter and aligned to California State Content Standards specific to the grade levels served	
specific to the grade levels served	
	□ UC Doorways course approval
	☐ Graduation Requirement/Policy
	☐ Math Placement Assessment Policy (9 <sup>th</sup> grade only)
	☐ Advanced Placement Exam: Participation Rate and
	Passage Rate

⊠ College acceptance and enrollment rates

#### **O2: MEETING THE NEEDS OF ALL STUDENTS; STUDENT GROUP DATA ANALYSIS**

#### The school has a system in place to ensure:

- Implementation of differentiated instructional strategies and approaches described in the charter designed to meet the learning needs of all students, including all numerically significant student groups identified in the school's LCAP and by the CDE
- Implementation of internal student assessments aligned with instructional outcomes to determine student mastery of California State Content Standards
- Disaggregation and analysis of data on a regular basis to address individual student needs and guide instructional planning and use of interventions
- Implementation, review, and modification, as appropriate, of its Master Plan for English Learners (EL identification, standards-based designated and integrated FLD instruction progress monitoring assessment and reclassification)

integrated BEB institution, progress monitoring, assessment, and rectassment on	
Performance Rubric	Sources of Evidence



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☐ The school has a well-developed system to implement and monitor the components of the

	☐ Intervention/Enrichment Program during the instructional
;	day
	⊠ Student Group data analysis
	□ Professional Development documentation
	☐ Classroom/site Observation
	☐ Discussion with school leadership
f	☐ Other: (Specify)
1	
	English Learners
	☐ Designated English Language Development (ELD)
	schedule



☐ Charter school does not participate in LAUSD's SELPA

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#### **03: SPECIAL EDUCATION**

#### The school has a system in place to ensure that the school: Provides special education programs and services in accordance with students' IEPs Provides special education training for staff Conducts a special education self-review annually, using the Special Education Self-Review Checklist Maintains mandated IEP timeline records and accurate service provision records in Welligent **Performance Rubric Sources of Evidence** ☐ The school has a well-developed system in place for full implementation and monitoring of its ☑ Welligent IEP Timeline and Service Tracking Reports special education processes and program in compliance with all requirements; provides staff with ☑ District Validation Review (DVR) regular and ongoing professional development/training to support implementation of its special education program; and as documented in Welligent, adheres to mandated IEP timelines and □ Professional Development documentation maintains accurate service provision records ☑ Discussion with school leadership ☑ The school has a system in place for implementation and monitoring of its special education processes and program in compliance with all requirements; provides staff with professional development/training to support implementation of its special education program; and as documented in Welligent, adheres to mandated IEP timelines and maintains accurate service provision records ☐ The school has a partially developed system in place for implementation and monitoring of its special education processes and program in compliance with all requirements ☐ The school has a minimal or no system in place for implementation and monitoring of its special education processes and program in compliance with all requirements ☐ Not Applicable - Charter school participates in LAUSD's Option 1 SELPA



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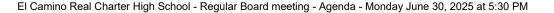
DATE OF VISIT: 11/21/2024

#### **04: SCHOOL CLIMATE AND STUDENT DISCIPLINE**

## The school has a school climate and schoolwide student discipline system in place to ensure that the school's practices:

- Align with principles of the District's Discipline Foundation Policy and School Climate Bill of Rights Resolution, including but not limited to, tiered behavior intervention, alternatives to suspension, schoolwide positive behavior support, and data monitoring
- Provide positive opportunities for student wellness, growth, and success, aimed at making the school safe, welcoming, supportive, and inclusive
- Minimize discretionary suspensions and expulsions
- Reduce or eliminate suspension disproportionality for student groups
- Minimize chronic absenteeism for all students and student groups
- Procedures for preventing acts of bullying, including cyberbullying, in accordance with the requirements of Ed. Code, §§ 32283.5 and 234.4

Performance Rubric	Sources of Evidence
<ul> <li>☑ The school has a well-developed and effective school climate and student discipline system that is aligned with the principles of the Discipline Foundation Policy and School Climate Bill of Rights, as demonstrated by schoolwide suspension event rate data less than 3%, and suspension disproportionality rates that do not reach or exceed 4.5% for the Students with Disabilities or African American student groups</li> <li>☐ The school has a school climate and student discipline system that is aligned with the principles of the Discipline Foundation Policy and School Climate Bill of Rights, as demonstrated by schoolwide suspension event rate data less than 4.5%, and suspension disproportionality rates that do not reach or exceed 14.5% for the Students with Disabilities or African American student groups</li> <li>☐ The school has a partially developed and/or minimally effective school climate and student discipline system that is only partially aligned with the principles of the Discipline Foundation Policy and School Climate Bill of Rights</li> <li>☐ The school has a minimally developed school climate and student discipline system as demonstrated by one or more of the following: the issuance of repeated CSD Notices to Cure (tiered intervention) related to suspension/expulsion; noted concerns related to ensuring due process rights when implementing suspension/expulsion practices; violation of law or policy.</li> </ul>	<ul> <li>☑ Positive school climate system and Restorative         Justice documentation</li> <li>☑ Documentation of systems to prevent acts of bullying</li> <li>☑ Documentation of systems to promote regular attendance</li> <li>☑ Professional Development documentation</li> <li>☑ LAUSD Office of Data &amp; Accountability's Data Sets for suspension, expulsion, and disproportionality</li> <li>☑ Classroom/site Observation</li> <li>☑ Discussion with school leadership</li> <li>☐ Stakeholder focus group</li> <li>☐ Other: (Specify)</li> </ul>





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# **O5: STAKEHOLDER ENGAGEMENT AND INVOLVEMENT - QUALITY INDICATOR**

The school has a system for stakeholder engagement, including gathering input, facilitating, and encouraging involvement, sharing information, and resolving concerns, which:

- Provides parents, teachers, and students with meaningful opportunities for involvement and engagement that meet the requirements and goals of applicable federal and state law, the school's charter, and the school LCAP
- Implements a School Site Council (SSC), English Learner Advisory Committee (ELAC), and/or Parent Advisory Committee (PAC) in accordance with applicable legal requirements (e.g., member composition of committee/council, legally required topics, etc.), if applicable
- The liaison for students experiencing homelessness has identified this population through outreach and coordination activities with other organizations, and provided related referral of services to families, children, and youth experiencing homelessness

Performance Rubric	Sources of Evidence
<ul> <li>☑ The school provided evidence of a well-developed and effective system for stakeholder engagement, including gathering input, encouraging involvement, sharing information, and resolving concerns; and, as applicable, implements an SSC, ELAC, and/or PAC in accordance with all legal requirements</li> <li>☐ The school provided evidence of a system for stakeholder engagement, including gathering input, encouraging involvement, sharing information, and resolving concerns; and, as applicable, implements an SSC, ELAC, and/or PAC in accordance with all legal requirements</li> <li>☐ The school provided limited evidence of a system for stakeholder engagement, sharing information, and resolving concerns</li> <li>☐ The school provided little to no evidence of a system for stakeholder engagement, sharing information, and resolving concerns</li> <li>☐ The school provided little to no evidence of a system for stakeholder engagement, sharing information, and resolving concerns</li> </ul>	<ul> <li>☑ Yearlong Calendar of stakeholder engagement events/meetings.</li> <li>☑ Stakeholder Engagement</li> <li>☑ Stakeholder Consultation</li> <li>☑ School Site Council (SSC) documentation</li> <li>☑ Parent Advisory Committee (PAC) documentation</li> <li>☑ English Learners Advisory Committee (ELAC) documentation</li> <li>☑ Foster Youth/Students Experiencing Homelessness Designee</li> <li>☑ School website</li> <li>☑ Discussion with school leadership</li> <li>☐ Stakeholder focus group</li> <li>☐ Other: (Specify)</li> </ul>

### O6: CLEARANCES AND CREDENTIALING COMPLIANCE

The school is in compliance with applicable law and the terms of its approved charter regarding clearances and credentialing:

- All certificated staff are fully credentialed, including EL authorizations, and appropriately assigned as authorized by their credentials at all times
- Individuals who have been continuously employed in a teaching position since the 2019–20 school year obtain the appropriate certificate, permit, or other document for their certificated assignment no later than July 1, 2025 (Ed. Code § 47605.4(a))
- The school has obtained all necessary employee clearances, including criminal background and tuberculosis (TB) risk assessments/clearances, prior to employment, and keeps all clearances current
- The school has obtained all necessary vendor clearances, including criminal background and tuberculosis (TB) risk assessments/clearances as applicable, prior to the provision of service, and keeps all clearances current



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- School employees and other mandated reporters working on behalf of the school receive annual training on child abuse awareness and reporting, in accordance with the requirements of Ed. Code, § 44691
- Staff receive annual training in Pupil Suicide Prevention and Awareness (as applicable) pursuant to Ed. Code §215
- Staff receive annual training in bloodborne pathogens, per 8 California Code of Regulations ("CCR"), § 5193
- The school has conducted volunteer clearances in accordance with applicable law and policy, including criminal background clearances for all volunteers who perform school site services while not under the direct supervision of a school employee, and tuberculosis (TB) risk assessments/clearances for all volunteers with frequent or prolonged contact with students

assessments/clearances for an volunteers with frequent of protonged contact with students	
Performance Rubric	Sources of Evidence
<ul> <li>□ The school has implemented an effective system which includes procedures to continually monitor and maintain compliance with applicable law, including but not limited to clearance, credentialing, and assignment requirements at all times, which has led to clear and accurate record keeping/documentation of its compliance</li> <li>□ The school has implemented and monitors systems and procedures that maintain compliance with applicable law, including but not limited to clearance, credentialing, and assignment requirements</li> <li>□ The school has partially implemented and/or intermittently monitors systems and procedures leading to inconsistent compliance with applicable law, including but not limited to clearance, credentialing, and assignment requirements</li> <li>□ The school has not implemented and/or does not monitor systems and procedures to maintain compliance with applicable law, including but not limited to clearance, credentialing, and assignment requirements</li> </ul>	<ul> <li>☑ Certification of Clearances, Credentialing, and Mandated Reporter Training 2023-2024 form ("ESSA Grid")</li> <li>☑ Staff roster</li> <li>☑ School master schedule</li> <li>☑ Custodian(s) of Records documentation</li> <li>☑ Criminal Background Clearance Certifications</li> <li>☑ Teaching credential/authorization documentation</li> <li>☑ Vendor clearances and credentialing certifications</li> <li>☑ Volunteer (TB) risk assessment/clearance certification</li> <li>☑ Discussion with school leadership</li> <li>☐ Other: (Specify)</li> </ul>
Note: The rating of this indicator incorporates the ESSA Grid and evidence provided by the charter school in its Triannual submission and at the time of the oversight visit for those staff and/or vendors not included in the Triannual submission.	



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# **Review of Health and Safety Compliance Items**

The items below are expected to be evident at the charter school to ensure the protection of student and staff health and safety. Failure to provide evidence of any of the applicable items below may lead to tiered intervention, as appropriate, and restrict the overall rating in the Organizational Management, Programs, and Operations category as indicated below.

operations entergory as increased octom.					
A charter school cannot receive an overall rating in this category greater than one (1) if the items below are not evident.					
Item	Evident	Not Evident			
A current, comprehensive, site-specific comprehensive Health, Safety, and Emergency School Safety Plan per requirements of Ed. Code, §§ 47605(c)(5)(F), 32282,and 35179.4, as applicable. (Note: For schools co-located with a District school, the charter school participates in and complies with the District school's Integrated Safe School Plan)	$\boxtimes$				
A current site-specific Certificate(s) of Occupancy or equivalent that authorizes the current use of the site	$\boxtimes$				
A charter school may receive an overall rating in this category of two (2) if any of the items below are not If several (i.e., two or more) items below are not evident, charter school may receive an overall rating of one (1) in the several (i.e., two or more) items below are not evident, charter school may receive an overall rating of one (1) in the several (i.e., two or more) items below are not evident, charter school may receive an overall rating of one (1) in the several (i.e., two or more) items below are not evident, charter school may receive an overall rating of one (1) in the several (i.e., two or more) items below are not evident, charter school may receive an overall rating of one (1) in the several (i.e., two or more) items below are not evident, charter school may receive an overall rating of one (1) in the several (i.e., two or more) items below are not evident, charter school may receive an overall rating of one (1) in the several (i.e., two or more) items below are not evident, charter school may receive an overall rating of one (1) in the several (i.e., two or more) items below are not evident, charter school may receive an overall rating of one (1) in the several (i.e., two or more) items below are not evident.					
Item	Evident	Not Evident			
School has sufficient emergency supplies in the event of a natural disaster or other emergency (Ed. Code § 32282)	$\boxtimes$				
School conducts annual emergency drills and trainings as legally required to prepare for a natural disaster or other emergency, per Ed. Code §§ 32001 and 32282	$\boxtimes$				
Provision and documentation of health screenings (e.g., vision, hearing, and scoliosis) per current applicable law and terms of the charter (Ed. Code § 49450 et seq, as referenced in FSDRL)	$\boxtimes$				
Stock and maintenance of the required number and type of emergency epinephrine auto-injectors ("epi-pen") onsite and training has been provided to volunteer staff member(s) in the storage and emergency use, per Ed. Code § 49414 and § 4119.2 of the Business and Professions Code	$\boxtimes$				
Provision of at least two meals free of charge (breakfast and lunch) during each school day to students requesting a meal, regardless of their free or reduced-price meal eligibility, per Ed. Code § 49501.5	$\boxtimes$				
A Board adopted Pupil Suicide Prevention Policy (grades 1-6 and/or grades 7-12, as applicable), requirements per of Ed. Code § 215. Suicide Prevention Lifeline and National Domestic Violence Hotline on at least one side of Student ID cards, as specified in Ed. Code § 215.5	$\boxtimes$				
For schools offering an interscholastic athletic program, at least one automated external defibrillator (AED) is onsite, and available	$\boxtimes$				
at on-campus athletic activities or events per Ed. Code §§ 35179.4 and 35179.6.	☐ Not a	pplicable			
Notes: None					

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# **Review of Transparency and Stakeholder Information Compliance Items**

The items below are expected to be evident at the charter school to ensure that it operates in a transparent manner and keeps all stakeholders informed. Failure to provide evidence of any of the applicable items below may lead to tiered intervention, as appropriate, and impact the overall rating in the Organizational Management, Programs, and Operations category.

A charter school cannot receive a rating in this category greater than 3 if any of the items below are not evident.					
Item	Evident	Not Evident			
The following information posted to the school's website:  □ LCAP, per Ed. Code § 47606.5(h) □ Current Board agenda in compliance with Brown Act, per Gov. Code, § 54954.2 (a)(1) and (d). □ Policy on Pupil Suicide Prevention per Ed. Code § 234.6 □ Title IX information, including a link to CDE's Title IX website per Ed. Code § 234.6 □ Policies on anti-discrimination, anti-harassment, anti-intimidation, anti-bullying, and sexual harassment policies, including: anti-cyberbullying procedures, social media anti-bullying procedures, and a link to statewide resources including community-based organizations compiled by CDE, per Ed. Code § 234.6					
Provides all stakeholders with appropriate, accessible, and relevant information about individual student and schoolwide academic progress and performance Ed. Code § 47605(c)(5)(C)	$\boxtimes$				
Access to approved charter	$\boxtimes$				
Documentation of informing parents/guardians about transferability of courses/course credit and eligibility to meet A-G requirements (high schools only), per Ed. Code § 47605	$\boxtimes$				
requirements (high schools only), per Ed. Code § 17003	□ Not a	pplicable			
Informing parents/guardians of human trafficking prevention resources (grades 6-12), per Ed. Code § 49381	$\boxtimes$				
Notification of access to available mental health services (grades K-12), per Ed. Code § 49428.	$\boxtimes$				
Charter schools serving any of the grades 6 to 12, shall prominently and conspicuously display a poster that identifies approaches and shares resources regarding pupil mental health in appropriate public areas that are accessible to, and	$\boxtimes$				
commonly frequented by, pupils, per Ed. Code § 49428.5	☐ Not a	pplicable			
Notes: None					



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8617			2020-2021					2021-2022					2022-2023		
El Camino Real Charter High	Preliminary	First	Second	Unaudited	Audited	Preliminary	First	Second	Unaudited	Audited	Preliminary	First	Second	Unaudited	Audited
_	Budget	Interim	Interim	Actuals	Financials	Budget	Interim	Interim	Actuals	Financials	Budget	Interim	Interim	Actuals	Financials
Cash and Cash Equivalents	0	28,320,081	30,832,911	45,785,550	24,535,106		29,698,121	21,939,977	51,345,897	23,373,143		27,596,670	27,523,694	63,975,626	31,155,388
Accounts Receivable	0	7,634,139	9,298,062	3,321,893	3,321,894		1,725,356	1,725,356	79,075	1,550,223		535,513	30,554,932	1,847,280	1,847,701
Other Current Assets	0	842,971	0	176,551	176,551		135,241	7,591,990	1,260,888	6,874,049		6,596,328	177,256	321,981	7,259,604
Total Current Assets	0	36,797,191	40,130,973	49,283,994	28,033,551		31,558,718	31,257,323	52,685,860	31,797,415		34,728,511	58,255,882	66,144,888	40,262,693
Fixed and Other Assets	0	6,965,458	6,937,306	6,364,427	6,363,656		6,317,733	6,317,733	6,232,487	6,232,487		6,267,754	6,301,569	6,740,588	6,740,587
Total Assets	0	43,762,649	47,068,279	55,648,421	34,397,207		37,876,451	37,575,056	58,918,346	38,029,902		40,996,265	64,557,451	72,885,475	47,003,280
Deferred Outflows of Resources	0	0	0	0	0		0	0	0	0		0	0	0	0
Current Liabilities	0	619,128	1,156,375	2,829,888	3,068,305		5,174,488	5,174,488	6,118,645	5,860,387		6,100,885	5,003,335	5,758,869	5,914,678
Other Long Term Liabilities	0	4,009,296	4,009,296	4,048,391	0		232,691	232,691	243,890	0		243,890	243,890	266,936	0
Unfunded OPEB Liabilities	0	31,344,005	32,037,227	32,697,438	11,447,081		10,446,629	10,446,629	26,203,640	5,744,200		6,642,503	28,597,049	26,722,139	1,881,947
Total Liabilities	0	35,972,429	37,202,898	39,575,717	14,515,386		15,853,808	15,853,808	32,566,175	11,604,587		12,987,278	33,844,274	32,747,944	7,796,625
Deferred Inflows of Resources	0	0	0	0	0		0	0	0	0		0	0	0	0
Net Assets	0	7,790,220	9,865,381	16,072,704	19,881,821		22,022,643	21,721,248	26,352,171	26,425,315		28,008,987	30,713,177	40,137,531	39,206,655
Total Revenues	36,391,318	42,355,205	42,043,494	48,420,536	53,706,696	45,751,865	49,082,103	46,196,939	43,083,110	51,199,804	48,321,627	51,797,198	55,018,033	61,447,080	62,083,145
Total Expenditures	36,112,422	40,464,195	38,077,323	38,375,445	39,852,486	43,409,347	43,132,164	44,357,512	36,612,760	44,656,310	47,870,517	50,140,382	50,730,171	47,734,864	49,301,805
Net Income / (Loss)	278,896	1,891,010	3,966,171	10,045,091	13,854,210	2,342,518	5,949,939	1,839,427	6,470,350	6,543,494	451,110	1,656,816	4,287,862	13,712,216	12,781,340
Operating Transfers In (Out) and Sources / Uses	0	10,000	10,000	0	0	0	0	0	0	0	0	0	0	0	0
Extraordinary Item - Transfer of Net Assets	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Inc / (Dec) in Net Assets	278,896	1,901,010	3,976,171	10,045,091	13,854,210	2,342,518	5,949,939	1,839,427	6,470,350	6,543,494	451,110	1,656,816	4,287,862	13,712,216	12,781,340
Net Assets, Beginning	8,378,406	5,889,210	5,889,210	5,889,210	6,027,611	15,237,560	16,072,704	16,072,705	16,072,705	19,881,821	21,721,248	26,352,171	26,352,171	26,352,171	26,425,315
Adj. for restatem ent / Prior Yr Adj	0	0	0	138,403	0	0	0	3,809,116	3,809,116	0	0	0	73,144	73,144	0
Net Assets, Beginning, Adjusted	8,378,406	5,889,210	5,889,210	6,027,613	6,027,611	15,237,560	16,072,704	19,881,821	19,881,821	19,881,821	21,721,248	26,352,171	26,425,315	26,425,315	26,425,315
Net Assets, End	8,657,302	7,790,220	9,865,381	16,072,704	19,881,821	17,580,078	22,022,643	21,721,248	26,352,171	26,425,315	22,172,357	28,008,987	30,713,177	40,137,531	39,206,655
Unrestricted Net Assets		7,790,220	9,865,381	14,865,054	19,881,821		21,974,947	21,110,252	25,613,255	26,425,315		26,442,240	27,124,251	34,501,009	39,206,655
Restricted Net Assets		0	0	1,207,650	0		47,696	610,996	738,916	0		1,566,747	3,588,926	5,636,522	0

First Interim 73,353,373 800,000 330,000 74,483,373 8,058,324 82,541,697 0 7,400,000	470,000 <b>76,236,094</b> 9,213,131	0 0 0	Audited Financials 0 0 0
800,000 330,000 <b>74,483,373</b> 8,058,324 <b>82,541,697</b>	2,412,721 470,000 <b>76,236,094</b> 9,213,131	0 0 0	0 0 0
330,000 <b>74,483,373</b> 8,058,324 <b>82,541,697</b> 0	470,000 <b>76,236,094</b> 9,213,131	0 0 0	0 0 0
74,483,373 8,058,324 82,541,697 0	<b>76,236,094</b> 9,213,131	0	0 0 0
8,058,324 <b>82,541,697</b> 0	9,213,131	0	0
82,541,697 0		0	0
0	85,449,225 0	0	
7,400,000	0		0
7,400,000		0	0
	7,400,000	0	0
220,000	275,000	0	0
26,722,687	31,587,115	0	0
34,342,687	39,262,115	0	0
0	0	0	0
48,199,010	46,187,110	0	0
46,172,089	47,713,785	0	0
45,414,732	48,805,979	0	0
757,357	(1,092,194	) 0	0
0	0	0	0
0	0	0	0
757,357	(1,092,194	) 0	0
47,441,653	47,441,653	0	0
0	(162,349	) 0	0
47,441,653	47,279,304	0	0
48,199,010	46,187,110	0	0
43,142,509	40,854,369	0	0
5,056,500	5,332,740	0	0
47 48 47 47 47 48 43	220,000 6,722,687 4,342,687 8,199,010 6,172,089 5,414,732 757,357 7,441,653 0 7,441,653 8,199,010 3,142,509	220,000 275,000 6,722,687 31,587,115 39,262,115 0 0 8,199,010 46,187,110 6,172,089 47,713,785 5,414,732 48,805,979 757,357 (1,092,194 0 0 0 757,357 (1,092,194 1,092,1	220,000



SCHOOL NAME: El Camino Real Charter High

Annual Performance-Based Oversight Visit Report

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FISCAL OPERATIONS	RATING
Summary of School Performance	4, Accomplished

Other circumstances and information could influence the rating and are noted in this evaluation.

# **Financial Highlights**

The charter school's fiscal condition is positive.

FINANCIAL HIGHLIGHTS							
El Camino Real Charter High	2020-2021 (Audited Actuals)	2021-2022 (Audited Actuals)	2022-2023 (Audited Actuals)	2023-2024 (Audited Actuals)	2024-2025 (Second Interim)		
Net Assets <sup>1</sup>	\$19,881,821	\$26,425,315	\$39,206,655	\$47,279,304	\$46,187,110		
Net Income / (Loss) <sup>1</sup>	\$13,854,210	\$6,543,494	\$12,781,340	\$8,072,649	$(\$1,092,194)^2$		
Transfers In / Out	\$0	\$0	\$0	\$0	\$0		
Prior Year Adjustment(s)	\$0	\$0	\$0	\$0	\$0		
Cash and Cash Equivalents	\$24,535,106	\$23,373,143	\$31,155,388	\$35,189,994	\$73,353,373		
Unrestricted Net Assets	\$19,881,821	\$26,425,315	\$39,206,655	\$47,279,304	\$40,854,369		
Norm Enrollment Reported by the School	3,652	3,567	3,479	3,171	2,948		
	FINANCIAL R	RATIO ANALYS	SIS				
Fund Reserve (Reserve for Economic Uncertainty) (Unrestricted Net Assets /Total Expenditures) 3% - 5% and greater is recommended (depending on the school's ADA)	49.89%	59.17%	79.52%	95.86%	83.71%		



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Cash Reserve Level (Cash Balance/Total Expenditures) 5% and greater is recommended	61.56%	52.34%	63.19%	71.35%	150.30%
Current Ratio (Working Capital Ratio) (Current Assets/Current Liabilities) At least 1.2 or 120% is recommended	913.65%	542.58%	680.73%	651.80%	1030.22%
Debt Ratio (Total Liabilities/Total Assets) Lower than 1.0 or 100% is recommended	42.20%	30.51%	16.59%	12.74%	45.95%

<sup>&</sup>lt;sup>1</sup>The Net Asset and Net Income figures represent the school's financial condition, including its actuarial Other Post-Employment Benefits ("OPEB") liability and related expenses for the respective fiscal years, as required by the Financial Accounting Standards Board ("FASB") Accounting Standards Codification 715 ("ASC 715"). ECRCH sponsors a post-employment benefit plan to provide post-employment healthcare benefits (medical, dental, and vision) to eligible retirees and eligible covered spouses and pays a portion of the cost.

According to the latest ASC 715 Actuarial Valuation Report for the fiscal year ending June 30, 2024 (issued by a certified actuary on September 11, 2024), and the 2023-2024 independent audit report, as of June 30, 2024, the school's net accumulated post-retirement benefits asset was estimated at \$1,512,840 (compared to a net accumulated post-retirement liability of \$1,881,947 as of June 30, 2023). ECRCH's 2023-2024 independent audit report states: "At June 30, 2024, the trust assets exceeded the total obligation resulting in a net noncurrent plan asset." This is primarily due to the increase in the fair value of the plan assets (see further information below). Per ECRCH, its accrued OPEB expenses were \$3,238,176, \$2,911,705, \$1,138,515, and \$2,656,620 for Fiscal Years 2020-2021 through 2023-2024, respectively.

Per ECRCH, the school made annual contributions to its OPEB in the amount of \$2,640,000, during Fiscal Years 2020-2021 through 2023-2024, respectively. Per ECRCH's ASC 715 Actuarial Valuation Report (as well as its 2023-2024 annual independent audit report), as of June 30, 2024, the market value of ECRCH's plan assets earmarked for its OPEB funds on deposit with its third-party administrator\* was reported at \$30.8M (compared to \$25.3M as of June 30, 2023), which exceeds the Accumulated Post-Employment Benefit Obligation ("APBO") of \$29.3M, as well as estimated future benefit payments under the school's OPEB plan over the next 10 years. Based on the June 30, 2024, ASC 715 Actuarial Valuation Report and the 2023-2024 independent audit report, the expected retiree payments (mainly the actual pay-as-you-go costs) were estimated at \$7.9M over the next 10 years (i.e., from fiscal years ending June 30, 2025, through June 30, 2034).

<sup>\*</sup> Per documentation provided and per the ECRCH Chief Business Officer ("CBO"), ECRCH's OPEB plan assets are held in an Irrevocable Trust in the name of "El Camino Real Healthcare Trust" managed by a third-party administrator (US Bank).

<sup>&</sup>lt;sup>2</sup> According to ECRCH, the 2024-2025 Second Interim projected loss of (\$1,092,194) is primarily attributed to lower-than-expected enrollment, one-time expenses for student devices, and a Board-approved 3.5% bonus for certificated staff.



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# Annual Performance-Based Oversight Visit Report

# **Norm Enrollment Data and Trends**

The school's Norm Enrollment history by grade level is summarized below.

El Camino Real Charter High's Norm Day Enrollment History							
Grade Level	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025		
9	914	840	845	681	655		
10	942	888	841	807	696		
11	910	923	885	806	775		
12	886	916	908	877	822		
Total Enrollment	3652	3567	3479	3171	2948		
Increase/(Decrease) in Enrollment from Prior Year	N/A	(85)	(88)	(308)	(223)		
Enrollment Growth/(Decrease) (%)	N/A	(2.3%)	(2.5%)	(8.9%)	(7.0%)		

Accumulated Increase/Decrease in Student Enrollment Since 2020-2021					
Accumulated Decrease in Student Enrollment Count	(704)				
Accumulated Decrease in Student Enrollment Percentage					
Current Board-approved enrollment capacity in the school's operative charter as compared to reported 2024-2025 Norm Enrollment					
Per the approved enrollment capacity in the school's operative charter	3,800				
2024-2025 Norm Enrollment	2,948				
Below approved enrollment capacity count	(852)				
Below approved enrollment capacity percentage	(22.4%)				



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As noted above, the school has maintained positive net assets and reported a balanced budget for Fiscal Year 2023-2024, and projected positive net assets per its 2024-2025 Second Interim Financials. The school states that it "experienced lower-than-expected students' enrollment in the last year due to a larger graduating senior and a significantly smaller incoming freshmen class. Enrollment is important but sometimes it's better to have a smaller class size. Recruitment Strategies to address and improve the declining students' enrollment are continued advertising on Facebooks, social media, reach out to the Spanish communities and posting school's name on its own buses to get our name out there." The CSD will continue to monitor the school's student enrollment and financial condition through oversight.

# Areas of Demonstrated Strength and/or Progress:

The school's fiscal condition is positive and has been upward trending since the 2020-2021 fiscal year. Please refer to the Financial Highlights table above.

# **Areas Noted for Further Growth and/or Improvement:**

No significant items were noted.

Other Observations (Items described in this section, which may not have been addressed in the charter school's Fiscal Policies and Procedures, are recommended for improvement to align with optimal business practices).

1. Type of Observations: Associated Student Body Account (ASB):

Based on the CSD's review of the ASB trust accounts, the CSD summarizes the following observations and recommendations:

- A: Observation: Inactive Associated Student Body Trust (Club/Graduating Class and Scholarships) Lack of Written Policy on How to Treat Inactive Clubs and Graduating Class
  - Source(s) of Document Reviewed: Charter Operator's Fiscal Policies and Procedures
  - **Description of Observation:** The CSD's review of ECRA's ASB trust accounts indicates that the school manages 108 clubs, graduating classes, and scholarship accounts, which have balances. Some of these trust accounts are inactive. ECRA does not have a written policy for ASB on how to handle inactive trust accounts; there are no procedures on how the money is ultimately utilized or transferred, and no formal process or guidance in place for graduating classes that leave residual cash balances after graduation.
  - Charter Operator's Fiscal Policies and Procedures: ASB does not have separate or formal policies and procedures that may address inactive ASB trusts/clubs and/or class accounts.
  - Charter School's or Charter Operator's Response: Rollover or inactive accounts were identified (with the assistance of the Business Office). On August 29, 2024, the Student Council voted to close and transfer the graduating class's 2024 leftover balance of \$37,917. This vote allowed for the transfer of \$28,438 to class 2025 and \$9,479 to class 2026. This action is reflected in the Student Council leadership's minutes for that date.
  - CSD's Comments: The CSD recommends the adoption of Fiscal Policies and Procedures specifically for ASB trust accounts that utilize the Fiscal Crisis and Management Assistance Team's ("FCMAT") best practices, including the following: Page 40 of the 2024 FCMAT Associated Student Body Accounting Manual ("FCMAT ASB Manual") states "District ASB board policy, administrative regulations, and/or the ASB constitution and bylaws should define what constitutes an inactive club (e.g., any club that has no financial activity or meetings for more than 18 consecutive months). If district board policy, administrative regulations, or the ASB bylaws or constitution are silent about inactive clubs, it is appropriate for



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the student council to decide on the use of the funds after a reasonable amount of time has passed, such as 18 consecutive months as mentioned above. If possible, the funds should be used for the same or similar purpose for which they were originally raised. If that proves too difficult because the club is now inactive and the original purpose for which the funds were raised is no longer valid, the funds should be used in a way that will benefit the most students in the receiving club or at the school if transferred to the general ASB."

# B: Observation: Requests for Expenditures of ASB Funds-Lack of ASB Representatives' Signatures

- Source(s) of Document Reviewed: Check Register.
- **Description of Observation:** The CSD's observation of ASB expenditures revealed that they lacked student representatives' signatures.
- Charter Operator's Fiscal Policies and Procedures: None stated
- Charter School's or Charter Operator's Response: ASB revenue and expenditure are integrated into the school's financials. They are not processed separately from the system. ASB expenditures go through the same purchase order approval process as everything else. Expenditures and budgets for the various committees of ASB leadership are also identified and tracked by the ASB Treasurer. In addition, the Monthly Expenditures from ASB are provided to the Board and Public as part of the Fiscal reports. Finally, Trust Balances for all Student Clubs and Athletic Teams are included in ECRA's monthly reports to the Board and Stakeholders.
- CSD's Comments: The CSD recommends the adoption of Fiscal Policies and Procedures specifically for ASB trust accounts that utilize FCMAT's best practices, including the following: Page 83-84 of the 2024 FCMAT ASB Manual states: "Expenditures cannot be made from ASB funds without appropriate approval. For organized ASB, approval must come with three required signatures. These three signatures meet the requirements for approval in Education Code section 48933(b). These signatures must include a student representative, a board designee (principal) and a certificated advisor."

# C: Observation: The Student Council Duties Are Not Clearly Defined in the School's Policy

- Source(s) of Document Reviewed: Charter Operator's Fiscal Policies, and Procedures.

  Description of Observation: During CSD segregation of duty interview, ECRA's Chief Executive Officer (CEO) and CBO both stated the student council does not develop and adopt the ASB budget, but the leadership team are aware of the requirement from the education code and will implement the procedure.
- Charter Operator's Fiscal Policies and Procedures: None stated
- Charter School's or Charter Operator's Response: ECRA stated that they are aware of the organized ASB duties and responsibilities but are not quite ready to implement the policy and procedure and require the leadership class to develop and adopt the ASB budget. "The policies and procedures listed in the school's financial policies and procedures guide apply to the student body as well. Purchase orders and administrative approval are delineated in the FPP, and the administrator with ASB oversight (or Executive Director) is required to approve ASB-related transactions.
- CSD's Comments: While it may not be a formal requirement, the unique nature of ASB differs enough from school operations, making it beneficial to have distinct policies tailored to the Student Body. The ASB activities and adherence to policies could provide students with a valuable learning tool that serves them well beyond high school. The CSD does see progress in school leadership and their effort to have the student council be involved in the student store operations and allow students to take ownership of their activities and spending, such as having elected student



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officers for each grade level. CSD recommends student council responsibilities and duties be fully implemented by the school. Pages 17 of the 2024 FMCAT ASB Manual state that the main responsibilities of the student council include the following:

- Developing and adopting the annual budget for the student council.
- Authorizing the budgets for all student clubs.
- Authorizing fundraising events for all student clubs, with additional authorization from the principal/school administrator if required in the district. In some districts, the student council is not given this authority; rather, it is notified of what the principal/school administrator has approved.
- Approving expenditures, in addition to approval from a board designee and the ASB advisor. In some districts the student council will approve all club expenditures before the club's purchase order/preapproval form is signed and authorized by the club; in others, the student council approves club expenditures after the club purchase order/preapproval form is signed and authorized by the club; and in others, it does not approve any expenditures for student clubs but is informed of them. The student council must preapprove its own expenditure before spending occurs.
- Reviewing financial reports and bank reconciliations from all student clubs.
- Approving new clubs (in addition to approval from the principal/school administrator).
- Approving any student council committee members for other functions, such as head of lighting and head of sound.
- Approving the student council's policies and procedures and determining how student council members will perform their duties, as well as the consequences for nonperformance of duties.

The CSD recommends that the school implement policies and procedures that take into consideration the guidance established by FCMAT, including the afore-mentioned areas concerning the school's ASB accounts and activities to ensure that ASB funds raised and spent are properly approved, accounted for, and monitored in accordance with sound business practices.

The Charter Schools Division will continue to monitor these issues referenced above during the next oversight visit. The results may be factored into the school's rating for next year.

# **Corrective Action Required:**

None noted that immediate action is required to remedy concerns in this report

# Progress on LAUSD Board of Education and/or MOU Benchmarks related to FISCAL OPERATIONS (if applicable):

N/A



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# Notes:

<u>L</u>	Review of Fiscal Documentation	<u>Comments</u>
	FY 2023-2024 Independent Audit Report	
	a. Audit opinion:	Unmodified/Unqualified
1	b. Material weaknesses:	None Reported
1.	c. Deficiencies/Findings:	None Reported
	d. Lack of a Going Concern:	None Reported
	Description (if applicable):	Not applicable
	(Only for <b>new schools</b> without an audit report on file) The charter school is in its	
2.	first/second year of operation and there is no independent audit report on file with the CSD.	Not applicable
	The 2023-2024 audited and unaudited actuals:	Do not mirror each other
3.	The explanations provided by the charter school for the variances were reasonable:	Yes
	The 2023-2024 independent audit report is not available as of the date of this report.	Not applicable
4.	Segregation of Duties (SOD) review(s) was/were conducted in-person/virtually at:	El Camino Real Charter High
4.	Segregation of Duties (SOD) review(s) was/were conducted in-person/virtually at:	No discrepancies were noted.
5.	Proposition 39 information.	Not applicable

<u>II.</u>	Review of 2024-2025 Fiscal Preparation Guide	<u>Provided</u>	<u>Comments</u>
1.	Most Current Fiscal Reports Reported to the Board	Yes	
2.	Board Meeting Minutes – Discussion of Fiscal Reports Presented to Board & Board Packet	Yes	
3.	Audit or Fiscal Reports – CalSTRS, CalPERS, USDE, CDE, FCMAT, IRS, SBA, OPEB, etc.	Yes	FASB ASC 715 Actuarial Valuation Report
4.	Board Meeting Minutes – Approval of 2024-2025 Budget	Yes	
5.	Evidence of Compliance – STRS, PERS, Social Security, Other Benefits	Yes	Benefits offered by the school: STRS, PERS, OPEB, and Social Security.
6.	Board Meeting Minutes – Selection of Independent Auditor	Yes	
7.	Board Meeting Minutes – Discussion of Independent Audit Report	Yes	



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8.	Board Meeting Minutes – Discussion of the Most Recent Interim Financial Reports Submitted to LAUSD	Yes	
9.	Board Meeting Minutes – Discussion of Staff or Vendors Complaints	N/A	
10.	Board Meeting Minutes – Discussion of 2023-2024 Annual Performance-Based Oversight Visit Report	N/A	
11.	Current Fiscal Policies and Procedures	Yes	
12.	Board Meeting Minutes – Approval of Fiscal Policies and Procedures	Yes	
13.	Organizational Chart(s)	Yes	
14.	Summary of Total Compensation Paid in FY 2023-2024	Yes	
15.	Related Parties	N/A	
16.	MOUs for CMO Management Fees	Yes	Backoffice Contract
17.	Board Meeting Minutes – Approval of Management Fees, License Fees, or Any Other Fees	Yes	
18.	Most Current Accounts Payable Aging Report	Yes	No discrepancies were noted.
			Period spanning from 10/2023 to 10/2024
19.	Check Registers (12 months)	Yes	Reviewed 35 checks for sample testing
			No discrepancies were noted.
			Period spanning from 5/2024 to 9/2024
20.	Credit Card Statements and Reconciliations (6 months)	Yes	Reviewed 25 credit card transactions for sample testing
			No discrepancies were noted.
			Period spanning from 4/2024 to 9/2024
21.	Monthly Bank Statements and Reconciliations (6 months)	Yes	Reviewed 12 electronic credit/debit
			transactions for sample testing  No discrepancies were noted.
			Period spanning from 4/2024 to 9/2024
			Reviewed 4 student body financial
22.	Student Body Financial Records (6 months)	Yes	transactions for sample testing
			The CSD's observations were noted under the OO section above.
23.	Capitalized and Non-Capitalized Inventory Listing	Yes	
24a.	Posting of EPA on School's Website	Yes	



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24b.	Posting of Audited Financials on School's Website	Yes	
25.	Financing Activities, Loans, Factoring Receivables, Intercompany Transfers/Loans, etc.	N/A	
26.	Current Facility Lease Agreements and Board Meeting Minutes – Approval of Lease	N/A	
27.	Facilities Plans – Purchase, Lease, Relocation, Expansion, Major Improvements	N/A	
28.	Employee Retention Credit	N/A	
29.	Disclosure of Legal Issues	Yes	The charter operator disclosed four legal matters and indicated that these issues have no significant financial impact on the organization at this time.

Notes: N/A (Provided Column) = indicated by the charter school as not applicable

ANI = Areas Noted for Further Growth and/or Improvement

OO = Other Observations



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# **Fiscal Operations Rubrics**

**Existing School** – a charter school that was/is in operation/active in the preceding school year(s) and the current school year. Existing schools may receive a rating of 4, 3, 2, or 1.

New School – a charter school that is in its first year of operation in the current school year and does not have an independent audit report or audited financial result for its first operative year on file with LAUSD. New schools are evaluated based on current year information. New schools may receive a rating of 2 or 1.

Existing School 4 (Accomplished)

To receive a rating of <u>4 (Accomplished)</u>, an existing school, at a minimum, meets all of the Required and Supplemental Criteria listed below.

# **REQUIRED CRITERIA**

- 1. Net assets are positive in the two most current annual independent audit reports;
- 2. The cash balance at the beginning of the school year is positive;
- 3. The two most current annual independent audit reports show no material weaknesses, deficiencies, and/or findings;
- 4. If applicable, federal, state, and other public agency audits/reviews (e.g., California State Teachers' Retirement System (CalSTRS), California Public Employees' Retirement System (CalPERS), Fiscal Crisis & Management Assistance Team (FCMAT), United States Department of Education (USDE), California Department of Education (CDE), Internal Revenue Service (IRS), etc.), at the time of the oversight visit, show no outstanding material weaknesses, deficiencies, and/or findings;
- 5. Vendors and staff are consistently paid in a timely manner;
- 6. Governing board approves fiscal policies and procedures, at a minimum, once prior to each charter renewal term;
- 7. Charter school consistently adheres to the governing board-approved fiscal policies and procedures;
- 8. Governing board adopts the annual budget;
- 9. Governing board reviews and/or discusses audited financial statements submitted to LAUSD;
- 10. If applicable, governing board discusses and resolves audit exceptions and deficiencies to the satisfaction of LAUSD;
- 11. There is no apparent conflict of interest;
- 12. The Education Protection Account allocation and expenditures and audited financial statements are posted on the charter school's website;
- 13. The LCAP is submitted to the appropriate agencies;
- 14. Reasonable requests for information made by the Charter Schools Division and LAUSD are consistently processed or submitted by the charter school in a timely manner;
- 15. There are no items cited in Areas Noted for Further Growth and/or Improvement and there are no more than five (5) items cited in Other Observations for the most current year;
- 16. If applicable (when audited and unaudited actuals do not mirror each other), adequate explanations are provided by the school for significant variances between audited and unaudited actuals, and there are no indications of the school's potential lack of internal controls over financial statements;
- 17. Proper segregation of duties is consistently in place;
- 18. If applicable, there are no outstanding fiscal-related tiered intervention notices issued to the school; or the school has no tiered intervention notices as of the oversight report issuance date; and



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19. If applicable, all LAUSD Board of Education-approved fiscal benchmark(s) are fully met by the required deadline(s); or the school has no fiscal benchmarks in its current charter term.

Note: Other circumstances and information could influence the rating, which may include the supplemental criteria below, and will be noted in the evaluation.

# SUPPLEMENTAL CRITERIA

- 1. The school maintains the minimum reserve for economic uncertainties as defined in California Code of Regulations (CCR), Title 5, Section 15450 (5 CCR § 15450 Reserves) (i.e., unrestricted fund balance divided by total expenditures) in the two most current annual independent audit reports;
- 2. The cash balance at the beginning of the school year is at least 5% of the prior year's expenses in the two most current annual independent audit reports;
- 3. The school maintains sound short-term financial viability (i.e., current ratio is recommended to be at least 1.2 or 120%) in the two most current annual independent audit reports;
- 4. The school maintains sound long-term financial sustainability (i.e., debt ratio is recommended to be lower than 1.0 or 100%) in the two most current annual independent audit reports;
- 5. Enrollment is stable or changing at a manageable rate (e.g., the school still maintains a balanced budget, etc.);
- 6. Fiscal reports (e.g., first interim, second interim, unaudited actuals, balance sheet, income statement, budget to actuals, cash flow statement, etc.) are presented to the governing board at governing board meetings for review and discussion;
- 7. The most current annual independent audit report is submitted to the appropriate agencies, including the school's chartering authorizer, by December 15 following the end of the fiscal year (California Education Code 47605(m)), or by the extended deadline granted by the charter authorizer due to extraordinary reason(s) or approved by law; and
- 8. The preliminary budget, first interim financial report, second interim financial report, and the unaudited actuals report for the preceding fiscal year are submitted to the appropriate agencies, including the school's charter authorizer, pursuant to the timelines established in California Education Code 47604.33(a)(1,3,4,5).

Existing School 3 (Proficient)

To receive a rating of <u>3 (Proficient)</u>, an existing school, at a minimum, meets all of the Required and at least five (5) of the Supplemental Criteria listed below.

# REQUIRED CRITERIA

- 1. Net assets are positive in the most current annual independent audit report;
- 2. The cash balance at the beginning of the school year is positive;
- 3. The most current annual independent audit report shows no material weaknesses, deficiencies and/or findings;
- 4. If applicable, federal, state, and other public agency audits/reviews (e.g., CalSTRS, CalPERS, FCMAT, USDE, CDE, IRS, etc.), at the time of the oversight visit, show outstanding findings, and the school is able to demonstrate evidence of remedies in addressing these findings;
- 5. Vendors and staff are generally paid in a timely manner;
- 6. Governing board approves fiscal policies and procedures, at a minimum, once prior to each charter renewal term;
- 7. Charter school generally adheres to the governing board-approved fiscal policies and procedures;



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- 8. Governing board adopts the annual budget;
- 9. Governing board reviews and/or discusses audited financial statements submitted to LAUSD;
- 10. If applicable, governing board discusses and resolves audit exceptions and deficiencies to the satisfaction of LAUSD;
- 11. There is no apparent conflict of interest;
- 12. The Education Protection Account allocation and expenditures and audited financial statements are posted on the charter school's website;
- 13. The LCAP is submitted to the appropriate agencies;
- 14. Reasonable requests for information made by the Charter Schools Division and LAUSD are generally processed or submitted by the charter school in a timely manner;
- 15. There are no significant recurring issues cited in the Areas Noted for Further Growth and/or Improvement;
- 16. If applicable (when audited and unaudited actuals do not mirror each other), at least partial explanations are provided by the school for significant variances between audited and unaudited actuals, and there are no indications of the school's potential lack of internal controls over financial statements;
- 17. Proper segregation of duties is generally in place;
- 18. If applicable, the charter school is in the process of resolving outstanding fiscal issues cited in a Notice issued by the CSD as part of its tiered intervention process; and
- 19. If applicable, all LAUSD Board of Education-approved fiscal benchmark(s) are partially met by the required deadline(s).

Note: Other circumstances and information could influence the rating, which may include the supplemental criteria below, and will be noted in the evaluation.

# SUPPLEMENTAL CRITERIA

- 1. The school maintains the minimum reserve for economic uncertainties as defined in CCR, Title 5, Section 15450 (<u>5 CCR § 15450 Reserves</u>) (i.e., unrestricted fund balance divided by total expenditures) in the most current annual independent audit report;
- 2. The cash balance at the beginning of the school year is at least 5% of the prior year's expenses in the most current annual independent audit report;
- 3. The school maintains sound short-term financial viability (i.e., current ratio is recommended to be at least 1.2 or 120%) in the most current annual independent audit report;
- 4. The school maintains sound long-term financial sustainability (i.e., debt ratio is recommended to be lower than 1.0 or 100%) in the most current annual independent audit report;
- 5. Enrollment is stable or changing at a manageable rate (e.g., the school still maintains a balanced budget, etc.);
- 6. Fiscal reports (e.g., first interim, second interim, unaudited actuals, balance sheet, income statement, budget to actuals, cash flow statement, etc.) are presented to the governing board at governing board meetings for review and discussion;
- 7. The most current annual independent audit report is submitted to the appropriate agencies, including the school's chartering authorizer, by December 15 following the end of the fiscal year (California Education Code 47605(m)) or by the extended deadline granted by the charter authorizer due to extraordinary reason(s) or approved by law; and
- 8. The preliminary budget, first interim financial report, second interim financial report, and the unaudited actuals report for the preceding fiscal year are submitted to the appropriate agencies, including the school's charter authorizer, pursuant to the timelines established in California Education Code 47604.33(a)(1,3,4,5).



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Existing School 2 (Developing)

An existing school would receive a rating of <u>2 (Developing)</u> if the charter school is not eligible for the rating of Accomplished or Proficient, but at a minimum, meets all of the Required and at least four (4) of the Supplemental Criteria listed below.

### REOUIRED CRITERIA

- 1. Net assets are positive in the most current annual independent audit report; net assets are negative with strong trend towards becoming positive (be positive at the end of the third year per the applicable interim financials); or the school's financial condition fluctuates from year to year, with significant net losses, leading to negative net assets in the current fiscal year and/or the foreseeable future fiscal years;
- 2. The cash balance at the beginning of the school year is positive; and
- 3. Governing board approves fiscal policies and procedures, at a minimum, once prior to each charter renewal term.

Note: Other circumstances and information could influence the rating, which may include the supplemental criteria below, and will be noted in the evaluation.

# SUPPLEMENTAL CRITERIA

- 1. The school maintains the minimum reserve for economic uncertainties as defined in CCR, Title 5, Section 15450 (<u>5 CCR § 15450 Reserves</u>) (i.e., unrestricted fund balance divided by total expenditures) in the most current annual independent audit;
- 2. The cash balance at the beginning of the school year is at least 5% of the prior year's expenses in the most current annual independent audit;
- 3. The school maintains sound short-term financial viability (i.e., current ratio is recommended to be at least 1.2 or 120%) in the most current annual independent audit;
- 4. The school maintains sound long-term financial sustainability (i.e., debt ratio is recommended to be lower than 1.0 or 100%) in the most current annual independent audit;
- 5. Enrollment is stable or changing at a manageable rate (e.g., the school still maintains a balanced budget, etc.);
- 6. Fiscal reports (e.g., first interim, second interim, unaudited actuals, balance sheet, income statement, budget to actuals, cash flow statement, etc.) are presented to the governing board at governing board meetings for review and discussion;
- 7. The most current annual independent audit report is submitted to the appropriate agencies, including the school's chartering authorizer, by December 15 following the end of the fiscal year (California Education Code 47605(m)) or by the extended deadline granted by the charter authorizer due to extraordinary reason(s) or approved by law; and
- 8. The preliminary budget, first interim financial report, second interim financial report, and the unaudited actuals report for the preceding fiscal year are submitted to the appropriate agencies, including the school's charter authorizer, pursuant to the timelines established in California Education Code 47604.33(a)(1,3,4,5).



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Existing School
1 (Unsatisfactory)

An existing school would receive a rating of <u>1 (Unsatisfactory)</u> based on the conditions described below.

# An Unsatisfactory rating is assessed based on the following conditions, including, but not limited to:

A charter school is assessed as Unsatisfactory if the charter school does not meet the criteria for *Accomplished*, *Proficient*, or *Developing* above. The charter school was given a certain period of time to address the fiscal concerns of LAUSD (including, but not limited to, repeat material weaknesses, significant deficiencies, and/or significant audit findings disclosed in the charter operator's most recent annual independent audit report, noncompliance with Generally Accepted Accounting Principles (GAAP), applicable law, LAUSD charter policy, and the school's approved charter, conflicts of interest, unresolved significant fiscal management issues, outstanding notices, etc.), but failed to provide a satisfactory response. The charter school has shown no *feasible* financial plans, and/or immediate sources of funding to maintain a viable budget and/or sustain the school's operation to mitigate the negative fiscal condition. The charter school's governing board members and/or leadership lack fiscal capacity.

Continued operation of a charter school that is assessed as Unsatisfactory may result to non-implementation of instructional programs as provided in the petition.

Note: Other circumstances and information could influence the rating and will be noted in the evaluation.

New School 2 (Developing)

A new school would receive a rating of <u>2 (Developing)</u> if the charter school, at a minimum, meets all of the Required Criteria listed below.

# **REQUIRED CRITERIA**

- 1. Interim reports and/or unaudited actuals project positive net assets;
- 2. Projected debt, if any, is managed efficiently and will not cause the charter school to end the fiscal year with negative net assets. The non-profit organization is financially viable to support the charter school;
- 3. If enrollment is significantly below the enrollment per the school's *Pupil Estimates for New or Significantly Expanding Charters* report and/or its approved petition budget, the charter school has made significant adjustments in their operations to allow for the reduced income, and submitted a revised viable three-year budget and three-year cash flow projections;
- 4. Governing board adopts the annual budget;
- 5. Governing board reviews and discusses the charter school's financial reports as evidenced by the governing board meeting minutes;
- 6. Reasonable requests for information made by the Charter Schools Division and LAUSD are processed or submitted by the charter school in a timely manner; and
- 7. The LCAP is submitted to the appropriate agencies.



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Note: Other circumstances and information could influence the rating and will be noted in the evaluation.

New School
1 (Unsatisfactory)

A new school would receive a rating of 1 (Unsatisfactory) based on the conditions described below.

# An Unsatisfactory rating is assessed based on the following conditions, including, but not limited to:

A charter school is assessed as Unsatisfactory if the charter school does not meet the criteria for *Developing*. The charter school was given a certain period of time to address the fiscal concerns of LAUSD (including, but not limited to, noncompliance with Generally Accepted Accounting Principles (GAAP), applicable law, LAUSD charter policy, and the school's approved charter, conflicts of interest, unresolved significant fiscal management issues, outstanding notices, etc.), but failed to provide a satisfactory response. The charter school has shown no *feasible* financial plans, and/or immediate sources of funding to maintain a viable budget and/or sustain the school's operation to mitigate the negative fiscal condition. The charter school's governing board members and/or leadership lack fiscal capacity.

Continued operation of a charter school that is assessed as Unsatisfactory may result to non-implementation of instructional programs as provided in the petition.

Note: Other circumstances and information could influence the rating and will be noted in the evaluation.

# Coversheet

# Discuss California Local Indicator

Section: V. School Business

Item: B. Discuss California Local Indicator

Purpose: Discuss

Submitted by:

**Related Material:** 2025 Local Indicators.pdf

# EL CAMINO REAL CHARTER HIGH SCHOOL

# LOCAL INDICATORS

California Department of Education

2025

# LOCAL PERFORMANCE INDICATOR

The State Board of Education (SBE) approved standards for the local indicators that support a local educational agency (LEA) in measuring and reporting progress within the appropriate priority area. The approved performance standards require a LEA to:

- Annually measure its progress in meeting the requirements of the specific LCFF priority.
- Report the results as part of a non-consent item at a regularly scheduled public meeting of the local governing board/body in conjunction with the adoption of the LCAP.
- Report results to the public through the Dashboard utilizing the SBE-adopted self-reflection tools for each local indicator.

Local Indicators	LCFF Priority	Assigned To:
Access to Curriculum-Aligned Instructional Materials	1	Clark, M.
Safe, Clean and Functional School Facilities	1	Delgado, F.
Implementation of State Academic Standards	2	Clark, M.
Parent and Family Engagement	3	Clark, M.
School Climate	6	Clark, M.
Access to a Broad Course of Study	7	Alba, J.

# PERFORMANCE STANDARDS FOR LOCAL INDICATORS

The performance standards for the local performance indicators are:

# APPROPRIATELY ASSIGNED TEACHERS, ACCESS TO CURRICULUM-ALIGNED INSTRUCTIONAL MATERIALS, AND SAFE, CLEAN AND FUNCTIONAL SCHOOL FACILITIES (LCFF PRIORITY 1)

The LEA annually measures its progress in meeting the Williams settlement requirements at 100% at all of its school sites, as applicable, and promptly addresses any complaints or other deficiencies identified throughout the academic year, as applicable; the LEA then reports the results to its local governing board/body at the same public meeting at which the LCAP is adopted and reports to educational partners and the public through the Dashboard.

# IMPLEMENTATION OF STATE ACADEMIC STANDARDS (LCFF PRIORITY 2)

The LEA annually measures its progress implementing state academic standards; the LEA then reports the results to its local governing board at a regularly scheduled meeting and reports to stakeholders and the public through the Dashboard.

# PARENT AND FAMILY ENGAGEMENT (LCFF PRIORITY 3)

The LEA annually measures its progress in: (1) seeking input from parents in decision making and (2) promoting parental participation in programs; the LEA then reports the results to its local governing board at a regularly scheduled meeting and reports to stakeholders and the public through the Dashboard.

# SCHOOL CLIMATE (LCFF PRIORITY 6)

The LEA administers a local climate survey at least every other year that provides a valid measure of perceptions of school safety and connectedness, such as the California Healthy Kids Survey, to students in at least one grade within the grade span(s) that the LEA serves (e.g., K-5, 6-8, 9-12), and reports the results to its local governing board at a regularly scheduled meeting of the local governing board and to stakeholders and the public through the Dashboard.

# ACCESS TO A BROAD COURSE OF STUDY (LCFF PRIORITY 7)

The LEA annually measures its progress in the extent to which students have access to, and are enrolled in, a broad course of study that includes the adopted courses of study specified in the California *Education Code (EC)* for Grades 1-6 and Grades 7-12, as applicable, including the programs and services developed and provided to unduplicated students and individuals with exceptional needs; the LEA then reports the results to its local governing board at a regularly scheduled meeting and reports to stakeholders and the public through the Dashboard.

# **SELF-REFLECTION TOOLS**

An LEA uses the self-reflection tools included within the Dashboard to report its progress on the local performance indicator to stakeholders and the public.

The self-reflection tools are embedded in the web-based Dashboard system and are also available in Word document format. In addition to using the self-reflection tools to report its progress on the local performance indicators to stakeholders and the public, an LEA may use the self-reflection tools as a resource when reporting results to its local governing board. The approved self-reflection tools are provided below.

APPROPRIATELY ASSIGNED TEACHERS, ACCESS TO CURRICULUM-ALIGNED INSTRUCTIONAL MATERIALS, AND SAFE, CLEAN AND FUNCTIONAL SCHOOL FACILITIES (LCFF PRIORITY 1)

LEAs will provide the information below:

Number/percentage of students:	#
Without access to their own copies of standards-aligned instructional materials for use at school and at home	0

Number/percentage of identified instances where:	#
Facilities do not meet the "good repair" standard (including deficiencies and extreme deficiencies)	0

**Note:** The requested information is all data elements that are currently required as part of the School Accountability Report Card (SARC).

# IMPLEMENTATION OF STATE ACADEMIC STANDARDS (LCFF PRIORITY 2)

LEAs may provide a narrative summary of their progress in the implementation of state academic standards based on locally selected measures or tools (Option 1). Alternatively, LEAs may complete the *optional* reflection tool (Option 2).

# **OPTION 2: REFLECTION TOOL**

### RECENTLY ADOPTED ACADEMIC STANDARDS AND/OR CURRICULUM FRAMEWORKS

1. Rate the LEA's progress in providing professional learning for teaching to the recently adopted academic standards and/or curriculum frameworks identified below.

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Academic Standards	Rate Score
ELA – Common Core State Standards for ELA	4
ELD (Aligned to ELA Standards)	4
Mathematics – Common Core State Standards for Mathematics	4
Next Generation Science Standards	4
History-Social Science	4

2. Rate the LEA's progress in making instructional materials that are aligned to the recently adopted academic standards and/or curriculum frameworks identified below available in all classrooms where the subject is taught.

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Academic Standards	Rate Score
ELA – Common Core State Standards for ELA	5
ELD (Aligned to ELA Standards)	5
Mathematics – Common Core State Standards for Mathematics	4
Next Generation Science Standards	4
History-Social Science	4

3. Rate the LEA's progress in implementing policies or programs to support staff in identifying areas where they can improve in delivering instruction aligned to the recently adopted academic standards and/or curriculum frameworks identified below (e.g., collaborative time, focused classroom walkthroughs, teacher pairing).

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Academic Standards	Rate Score
ELA – Common Core State Standards for ELA	4
ELD (Aligned to ELA Standards)	4
Mathematics – Common Core State Standards for Mathematics	4
Next Generation Science Standards	4
History-Social Science	4

# OTHER ADOPTED ACADEMIC STANDARDS

4. Rate the LEA's progress implementing each of the following academic standards adopted by the state board for all students.

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Academic Standards	Rate Score
Career Technical Education	5
Health Education Content Standards	5
Physical Education Model Content Standards	4
Visual and Performing Arts	5
World Language	5

# SUPPORT FOR TEACHERS AND ADMINISTRATORS

5. Rate the LEA's success at engaging in the following activities with teachers and school administrators during the prior school year (including the summer preceding the prior school year).

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Activities	Rate Score
Identifying the professional learning needs of groups of teachers or staff as a whole	4
Identifying the professional learning needs of individual teachers	4
Providing support for teachers on the standards they have not yet mastered	4

# OPTIONAL NARRATIVE (LIMITED TO 1,500 CHARACTERS)

6. Provide any additional information in the text box provided in the Dashboard that the LEA believes is relevant to understanding its progress implementing the academic standards adopted by the state board.

# PARENT AND FAMILY ENGAGEMENT (LCFF PRIORITY 3)

This self-reflection tool is organized into three sections. Each section includes promising practices in family engagement:

- 1. Building Relationships between School Staff and Families
- 2. Building Partnerships for Student Outcomes
- 3. Seeking Input for Decision-making

LEAs use this self-reflection tool to reflect on their progress, successes, needs and areas of growth in family engagement policies, programs, and practices. This tool will enable an LEA to engage in continuous improvement and determine next steps to make improvements in the areas identified.

The results of the process should be used to inform the LCAP and the development process, to assess prior year goals, actions, and services as well as to plan or modify future goals, actions, and services in the LCAP.

For each statement in the table below:

- Identify the diverse stakeholders that need to participate in the self-reflection process in order
  to ensure input from all groups of families, staff and students in the LEA, including families of
  unduplicated students and families of individuals with exceptional needs as well as families of
  underrepresented students.
- Engage stakeholders in determining what data and information will be considered to complete
  the self-reflection tool. LEAs should consider how the practices apply to families of all student
  groups, including families of unduplicated students and families of individuals with exceptional
  needs as well as families of underrepresented students.
- 3. Based on the analysis of data, identify the number which best indicates the LEA's current stage of implementation for each practice using the following rating scale (lowest to highest):
  - 1 Exploration and Research Phase
  - 2 Beginning Development
  - 3 Initial Implementation
  - 4 Full Implementation
  - 5 Full Implementation and Sustainability
- 4. Write a brief response to the prompts following each of the three sections.
- 5. Use the information from the self-reflection process to inform the LCAP and the LCAP development process, as well as the development of other school and district plans.

# **BUILDING RELATIONSHIPS**

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Practices	Rate Scale
Rate the LEA's progress in developing the capacity of staff (i.e., administrators, teachers, and classified staff) to build trusting and respectful relationships with families.	4
Rate the LEA's progress in creating welcoming environments for all families in the community.	5
Rate the LEA's progress in supporting staff to learn about each family's strengths, cultures, languages, and goals for their children.	4
Rate the LEA's progress in developing multiple opportunities for the LEA and school sites to engage in 2-way communication between families and educators using language that is understandable and accessible to families.	4

# DASHBOARD NARRATIVE BOX (LIMITED TO 3,000 CHARACTERS)

Briefly describe the LEA's current strengths and progress in this area, and identify a focus area for improvement, including how the LEA will improve the engagement of underrepresented families.

- 1. BASED ON THE ANALYSIS OF EDUCATIONAL PARTNER INPUT AND LOCAL DATA, BRIEFLY DESCRIBE THE LEA'S CURRENT STRENGTHS AND PROGRESS IN BUILDING RELATIONSHIPS BETWEEN SCHOOL STAFF AND FAMILIES.
  - A) ECR's Strengths in the area of Building Relationships Between School Staff and Families are: Administrative staff regularly attending school functions outside of the regular school day.
  - B) Conducting parent workshops surrounding mental health and wellness.
  - C) Providing adequate Professional Development for school staff/parent involvement on a yearly basis to address a variety of topics that may include but are not limited to the following:
    - Communicating with Parents
    - Effective Family Engagement
    - Promoting Cultural Competency
- 2. BASED ON THE ANALYSIS OF EDUCATIONAL PARTNER INPUT AND LOCAL DATA, BRIEFLY DESCRIBE THE LEA'S FOCUS AREA(S) FOR IMPROVEMENT IN BUILDING RELATIONSHIPS BETWEEN SCHOOL STAFF AND FAMILIES.
  - A) Focus Areas for Improvement in Building Relationships Between School Staff and Families:
     A) Prioritize building trust by consistently communicating clearly, listening actively, and making themselves available for honest dialogue.
  - B) Recognizing staff achievements, providing meaningful feedback, and supporting professional growth
  - C) Ensure that all families feel heard and valued by establishing regular, accessible, and culturally responsive communication to include newsletters, family forums, and opportunities for two-way feedback.

3. BASED ON THE ANALYSIS OF EDUCATIONAL PARTNER INPUT AND LOCAL DATA, BRIEFLY DESCRIBE HOW THE LEA WILL IMPROVE ENGAGEMENT OF UNDERREPRESENTED FAMILIES IDENTIFIED DURING THE SELF-REFLECTION PROCESS IN RELATION TO BUILDING RELATIONSHIPS BETWEEN SCHOOL STAFF AND FAMILIES.

ECR will improve the engagement of Underrepresented Families by:

- A) Ensuring underrepresented families know what internal resources are available to them throughout the year
- B) Allotting funds to meet specific family needs such as those noted during the self-reflection process
- C) Connecting underrepresented families to partner programs and agencies that provide resources

### **BUILDING PARTNERSHIPS FOR STUDENT OUTCOMES**

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Practices	Rate Scale
Rate the LEA's progress in providing professional learning and support to teachers and principals to improve a school's capacity to partner with families.	4
Rate the LEA's progress in providing families with information and resources to support student learning and development in the home.	4
Rate the LEA's progress in implementing policies or programs for teachers to meet with families and students to discuss student progress and ways to work together to support improved student outcomes.	
Rate the LEA's progress in supporting families to understand and exercise their legal rights and advocate for their own students and all students.	4

1. BASED ON THE ANALYSIS OF EDUCATIONAL PARTNER INPUT AND LOCAL DATA, BRIEFLY DESCRIBE THE LEA'S CURRENT STRENGTHS AND PROGRESS IN BUILDING PARTNERSHIPS FOR STUDENT OUTCOMES.

ECRs strengths and progress in Building Partnerships for Student Outcomes:

- A) Providing Parents (via email, website, or in person) with evidence-based strategies and resources for parents to work with teachers to improve their child's academic performance and best practices for effective parent engagement
- B) Providing an interpreter as needed for parent conferences and meetings
- C) Providing written communications in families' native language and offering translation services provided by school staff
- D) Arranging school meetings at a variety of times and using innovative approaches such as virtual conferencing to allow parents who are unable to attend those conferences at school
- E) Conducting School Tours- Diverse groups of parents and stakeholders are invited into ECR to tour the facilities, ask questions about programs and activities occurring for their children, and provide input and feedback.

2. BASED ON THE ANALYSIS OF EDUCATIONAL PARTNER INPUT AND LOCAL DATA, BRIEFLY DESCRIBE THE LEA'S FOCUS AREA(S) FOR IMPROVEMENT IN BUILDING PARTNERSHIPS FOR STUDENT OUTCOMES.

LEAs focus areas for improvement in Building Partnerships for Student Outcomes are:

- A) Disseminating a parent survey annually requesting input about effective school/home communication and achieving more than 50% response
- B) Identifying underrepresented students by name and creating action plans to improve student outcomes
- C) Collecting and sharing data more frequently
- D) Providing multiple, unique opportunities for students to experience success academically, behaviorally and socially.
- 3. BASED ON THE ANALYSIS OF EDUCATIONAL PARTNER INPUT AND LOCAL DATA, BRIEFLY DESCRIBE HOW THE LEA WILL IMPROVE ENGAGEMENT OF UNDERREPRESENTED FAMILIES IDENTIFIED DURING THE SELF-REFLECTION PROCESS IN RELATION TO BUILDING PARTNERSHIPS FOR STUDENT OUTCOMES.

ECR will improve the engagement of underrepresented families in relation to Building Partnerships for Student Outcomes.

- 1) ECR is committed to reflecting diversity in school materials and environments—using images, stories, and languages that represent all students and families.
- 2) Inviting families to share their cultural traditions, holidays, and experiences in events, activities, classrooms and school communications.
- 3) Utilizing multiple media avenues to gather survey feedback includes website, on-site events, email/newsletter blasts, and robocalls.

For underrepresented families, we continue to seek workable solutions to improve engagement. Collaborative strategies developed by stakeholders include utilizing multiple modalities to meet student needs including Wellness Center services, additional Counselor support, Intervention classes, frequent student feedback, academics and attendance tracking, as well as regular parent contact.

# SEEKING INPUT FOR DECISION MAKING

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

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

1. BASED ON THE ANALYSIS OF EDUCATIONAL PARTNER INPUT AND LOCAL DATA, BRIEFLY DESCRIBE THE LEA'S CURRENT STRENGTHS AND PROGRESS IN SEEKING INPUT FOR DECISION-MAKING.

ECR's strengths and progress for Seeking Input for Decision-Making:

- A) Parent advisory groups such as PAC, ELAC, and ECR Royal Families meet with school committees monthly to discuss, collaborate, and solicit ideas that benefit student learning and growth.
- B) School Site Council Committee meets regularly throughout the year to review LCAP Goal 5 (parent engagement) to ensure we are on track and/or to monitor and adjust goals and activities.
- C) ECR Administrators seek input from all stakeholders throughout the year to help make decisions that will benefit all students.
- 2. BASED ON THE ANALYSIS OF EDUCATIONAL PARTNER INPUT AND LOCAL DATA, BRIEFLY DESCRIBE THE LEA'S FOCUS AREA(S) FOR IMPROVEMENT IN SEEKING INPUT FOR DECISION-MAKING.

ECRs focus are for improvement in Seeking Input for Decision Making:

- A) Host more planned parent meetings and activities that keep parents informed and solicit feedback of school on goings and initiatives.
- B) Provide additional opportunities for shared decision-making from all stakeholders throughout the year.
- C) Collecting and sharing actionable data

3. BASED ON THE ANALYSIS OF EDUCATIONAL PARTNER INPUT AND LOCAL DATA, BRIEFLY DESCRIBE HOW THE LEA WILL IMPROVE ENGAGEMENT OF UNDERREPRESENTED FAMILIES IDENTIFIED DURING THE SELF-REFLECTION PROCESS IN RELATION TO SEEKING INPUT FOR DECISION-MAKING.

ECR will improve engagement of underrepresented families identified in relation to Seeking Input for Decision-Making:

- A) ECR has recognized and reduced logistical obstacles such as transportation and work schedules that may prevent families from attending school events or meetings by providing TAP cards for students and offering flexible meeting times through virtual participation options.
- B) ECR will identify students who are underrepresented and make a concerted effort throughout the year to keep parents informed of instructional progress and provide workshops and meetings to help families understand and become more active participants in the educational process.

# SCHOOL CLIMATE (LCFF PRIORITY 6)

LEAs will provide a narrative summary of the local administration and analysis of a local climate survey that captures a valid measure of student perceptions of school safety and connectedness in at least one grade within the grade span (e.g., K–5, 6–8, 9–12) in a text box provided in the California School Dashboard (response limited to 3,000 characters). LEAs will have an opportunity to include differences among student groups, and for surveys that provide an overall score, such as the California Healthy Kids Survey, report the overall score for all students and student groups. This summary may also include an analysis of a subset of specific items on a local survey and additional data collection tools that are particularly relevant to school conditions and climate.

- 1. **DATA:** Reflect on the key learnings from the survey results and share what the LEA learned.
- 2. **MEANING**: What do the disaggregated results (*if applicable*) of the survey and other data collection methods reveal about schools in the LEA, such as areas of strength or growth, challenges, and barriers?
- 3. **USE**: What revisions, decisions, or actions has, or will, the LEA implement in response to the results for continuous improvement purposes? Why? If you have already implemented actions, did you see the results you were seeking?

# **Survey Report Summary: Spring 2024**

# 1. DATA

# **Parent Safety Survey**

- Response Rate: Out of approximately 3,261 students, 144 parent responses were received. This is an estimated 4% parent response rate.
- Key Findings:
  - 76% of parents feel safe on campus.
  - o 68% of parents can find the School Safety plan on the school website.
  - o 51% of parents know where the Request Gate and Reunion Gates are located.

- o 72% of parents feel they receive enough information during safety/practice drills.
- 76% of parents believe checking the student's Royal ID pass upon entry is a good safety measure.
- 38% of parents feel that implementing a clear backpack policy would be a good safety measure.

# **Student Safety Survey**

- Response Rate: Out of approximately 3,261 students, 395 responses were received. This is an estimated 12% student response rate.
- Key Findings:
  - o 59% of students feel safe on campus.
  - o 53% of students can find the School Safety plan on the school website.
  - o 38% of students know where the Request Gate and Reunion Gates are located.
  - o 45% of students feel they receive enough information during safety/practice drills.
  - 66% of students believe checking the student's Royal ID pass upon entry is a good safety measure.
  - 11% of students feel that implementing a clear backpack policy would be a good safety measure.

# **Staff Safety Survey**

- Response Rate: Out of approximately 134 teachers, 37 responses were received. This is an estimated 28% teacher response rate.
- Key Findings:
  - 85% of teachers feel safe on campus.
  - o 78% of teachers can find the School Safety plan on the school website.
  - o 84% of teachers know where the Request Gate and Reunion Gates are located.
  - o 84% of teachers feel they receive enough information during safety/practice drills.
  - 97% of teachers believe checking the student's Royal ID pass upon entry is a good safety measure.
  - 32% of teachers feel that implementing a clear backpack policy would be a good safety measure.

### **Family Quality of Service Survey**

- Response Rate: Out of approximately 3,261 students, 492 parent responses were received. This is an estimated 15% parent response rate.
- Key Findings:
  - o 8% of parents actively engage with and interact with their child's school.
  - o 55% of parents feel they can provide their children with academic and social support outside of school.
  - o 56% of parents have a positive outlook on the social and learning climate of the school.
  - 57% of parents believe their children are physically and psychologically safe at school.

# **Staff Quality of Service Survey**

- Response Rate: Out of approximately 134 teachers, 79 responses were received. This is an estimated 59% teacher response rate.
- Key Findings:
  - o 72% of teachers believe their teaching performance is objectively assessed.
  - o 77% of teachers feel they have valuable professional development opportunities.
  - o 70% of teachers feel ECR has been supportive of their professional growth.
  - o 68% of teachers feel students are enthusiastic about coming to school.
  - o 84% of teachers feel students interact positively with one another.
  - o 82% of teachers feel relationships between teachers and students are respectful.

### 2. MEANING

# Strengths

- School Safety: Both parents and students reported feeling safe on campus, with significant support for current safety measures such as checking the student's Royal ID pass.
- Family Support and School Climate: Parents expressed confidence in their ability to support their children academically and socially, and held positive views on the school's climate.

### Growth

- Response Rate: The overall response rate was below 50% in many areas, highlighting a need for better engagement strategies.
- Family Engagement: Only 8% of parents reported active engagement with the school.
- School Engagement for Students: Less than half of the students felt adequately informed about safety procedures.
- Teacher Evaluation: Teachers expressed a need for more objective assessments and professional growth opportunities.

# **Challenges**

- Survey Participation: Achieving a representative survey pool was challenging, with response rates not exceeding 50% for any group. Increasing participation is crucial for obtaining accurate insights.
- Engagement: Low engagement levels among parents and students need to be addressed to foster a more inclusive and supportive school environment.

### **Barriers**

 None Identified: There are no significant barriers currently hindering survey implementation or response collection.

### 3. USE

### **Action Plan**

- Parent Surveys: Distribute surveys at parent meetings and events, via email blasts, and through newsletters to increase response rates.
- Student Surveys: Administer surveys while students are on campus to boost participation.
- Teacher Surveys: Implement surveys during faculty and/or CPD meetings to ensure higher response rates.

# **Future Steps**

- Deeper Analysis: Utilize survey results to explore the reasons behind the low overall school climate responses from teachers. This can guide further improvements and targeted interventions.
- Parent Engagement: Increase the number of parent engagement activities on campus and create more opportunities for parents to interact with the school.
- Improved Communication: Ensure that all stakeholders are well-informed about safety procedures and other important school policies through multiple communication channels.

By addressing these areas, we aim to enhance overall safety, engagement, and quality of service at El Camino Real Charter High School.

#### ACCESS TO A BROAD COURSE OF STUDY (LCFF PRIORITY 7)

LEAs provide a narrative summary of the extent to which all students have access to and are enrolled in a broad course of study by addressing, at a minimum, the following four prompts:

1. BRIEFLY IDENTIFY THE LOCALLY SELECTED MEASURES OR TOOLS THAT THE LEA IS USING TO TRACK THE EXTENT TO WHICH ALL STUDENTS HAVE ACCESS TO, AND ARE ENROLLED IN, A BROAD COURSE OF STUDY, BASED ON GRADE SPANS, UNDUPLICATED STUDENT GROUPS, AND INDIVIDUALS WITH EXCEPTIONAL NEEDS SERVED.

To monitor the extent to which all students have access to and are enrolled in a broad course of study, the LEA uses several locally selected measures and tools. These include school-wide class schedule reviews, master schedule enrollment analyses, Individualized Education Plans (IEPs), Individualized Graduation Plans (IGPs), and reclassification rates. These tools support monitoring by grade span, unduplicated student groups, and students with exceptional needs.

2. USING THE LOCALLY SELECTED MEASURES OR TOOLS, SUMMARIZE THE EXTENT TO WHICH ALL STUDENTS HAVE ACCESS TO, AND ARE ENROLLED IN, A BROAD COURSE OF STUDY. THE SUMMARY SHOULD IDENTIFY ANY DIFFERENCES ACROSS SCHOOL SITES AND STUDENT GROUPS IN ACCESS TO, AND ENROLLMENT IN, A BROAD COURSE OF STUDY, AND MAY DESCRIBE PROGRESS OVER TIME IN THE EXTENT TO WHICH ALL STUDENTS HAVE ACCESS TO, AND ARE ENROLLED IN, A BROAD COURSE OF STUDY.

El Camino offers a variety of learning communities with distinct curricular focuses, including CTE, STEAM, VAPA, Alternative Education, and Independent Study, ensuring students have access to a broad course of study. These programs expand opportunities for all students across disciplines and are supported by non-academic services such as technology access and college/career readiness resources.

To promote equitable access, action steps include expanding AP course enrollment, increasing dual and concurrent enrollment opportunities, developing additional career pathways, and using data to identify and support Latino and African American students. Personalized support includes after-school interventions, online courses, credit recovery, targeted tutoring, and a Summer Bridge Program for incoming 9th graders.

Efforts are also focused on closing the achievement gap through collaboration with support programs and offering college and career readiness activities such as guest speakers and field trips. Progress and disparities in access across sites and student groups are monitored through master schedule analysis, enrollment data, IEPs, graduation plans, and reclassification rates

3. GIVEN THE RESULTS OF THE TOOL OR LOCALLY SELECTED MEASURES, IDENTIFY THE BARRIERS PREVENTING THE LEA FROM PROVIDING ACCESS TO A BROAD COURSE OF STUDY FOR ALL STUDENTS.

English Learners have difficulty accessing higher level courses due to language fluency.

4. IN RESPONSE TO THE RESULTS OF THE TOOL OR LOCALLY SELECTED MEASURES, WHAT REVISIONS, DECISIONS, OR NEW ACTIONS WILL THE LEA IMPLEMENT, OR HAS THE LEA IMPLEMENTED, TO ENSURE ACCESS TO A BROAD COURSE OF STUDY FOR ALL STUDENTS?

In response to local data, the LEA has implemented targeted actions to ensure English Learners (ELs) have full access to a broad course of study while making continuous progress toward English proficiency within five years. ELs at all proficiency levels are enrolled in core academic programs with integrated English Language Development (ELD) that supports academic language growth within content areas. In addition, designated ELD provides specialized instruction tailored to students' language needs.

To support long-term success, reclassified ELs are monitored for a minimum of four years to ensure accurate placement and to identify any need for additional academic support. These actions are designed to ensure equitable access and academic progress for English Learners across all grade levels and learning pathways.

## Coversheet

# Discuss and Vote on the Local Control Accountability Plan (LCAP) 2025-2026 Proposed Goals and Actions

Section: V. School Business

Item: C. Discuss and Vote on the Local Control Accountability Plan (LCAP)

2025-2026 Proposed Goals and Actions

Purpose: Vote

Submitted by:

Related Material: M's Copy of LCAP Survey results.pptx

25-26 El Camino Real Charter HS LCAP.pdf

# LCAP Survey Results

June 3rd





## **Contents**

- What is the LCAP?
- LCAP Goals
- LCAP Educator Survey Results 54
- LCAP Staff Survey Results 10
- LCAP Parent/Guardian Survey Results 37
- LCAP Student Survey Results 67



## What is the LCAP?

- A three-year plan that describes the goals, actions, services, and expenditures to support positive student outcomes that address state and local priorities
- 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

The components of the LCAP for the 2025–2026 LCAP year must be posted as one document assembled in the following order:

- → LCFF Budget Overview for Parents
- → Plan Summary
- → Engaging Educational Partners
- → Goals and Actions
- → Increased/Improved Services for Foster Youth, English Learners, and Low-income Students
- → Action Tables
- → Instructions

California Education Code (EC) sections 52065 and 47606.5(i) require that all LCAPs approved by the governing board or body of the LEA be prominently posted on the homepage of the internet website of the LEA.

## **LCAP Goals**

Goal 1: All students are provided a <u>high quality education</u> with equitable access to standards-based instruction, innovative strategies and programs, and rigorous learning to ensure academic growth in ELA, Math, & Science.

Goal 2: All students will graduate <u>college and career ready</u> with an increased Graduation Rate for Students with Disabilities, LatinX, English Learners, African American students, Foster Youth, and Homeless Youth

Goal 3: All <u>parents and guardians</u> of the school community will have authentic, safe opportunities to give input with regular, effective, <u>two-way communication for shared decision-making</u>.

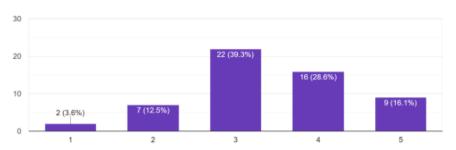
Goal 4: Provide a <u>safe, inclusive, and equitable learning environment</u> to meet the socialemotional, mental health, and physical needs of all students through multi-tiered systems of support, targeted efforts to support vulnerable student populations, and sufficient, optimal equipment.



# The school prioritizes equity in access to academic support and resources. Educator Response

## **Educator Response**

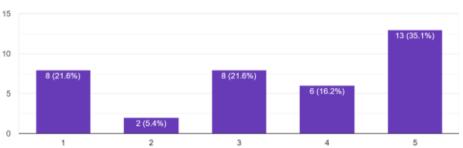
The school prioritizes equity in access to academic support and resources. 56 responses



## Parent/Guardian Response

I feel the school is inclusive and supportive of students from all backgrounds.

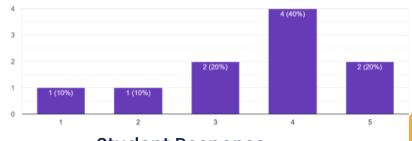
37 responses



## **Staff Response**

On a scale of 1 to 5, where: 1 = Strongly Disagree and 5 = Strongly Agree Students are supported fairly and equitably across the school.

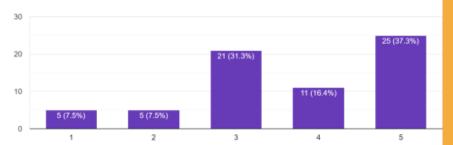
10 responses



## **Student Response**

On a scale of 1 to 5, where: 1 = Strongly Disagree and 5 = Strongly Agree The school helps students from different backgrounds succeed.

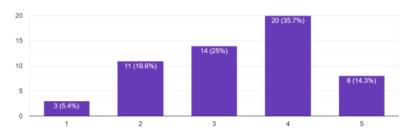
67 responses



# The school provides equitable access to advanced coursework and intervention for all students. Educator Response

## **Educator Response**

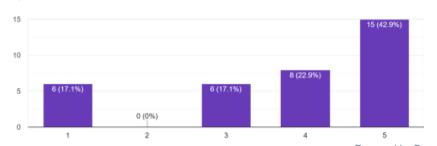
The school provides equitable access to advanced coursework and intervention for all students. 56 responses



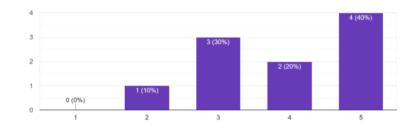
## Parent/Guardian Response

I believe my child has an equal opportunity to participate in advanced courses, regardless of background.

35 responses

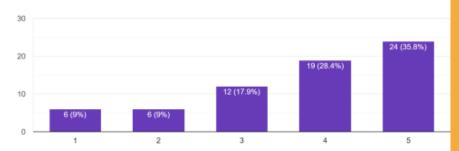


On a scale of 1 to 5, where: 1 = Strongly Disagree and 5 = Strongly Agree I believe the school values career exploration and college readiness for all students. 10 responses



## **Student Response**

On a scale of 1 to 5, where: 1 = Strongly Disagree and 5 = Strongly Agree ECR makes sure that all students, regardless of their background or needs, ...ss to challenging courses, resources, and support, 67 responses



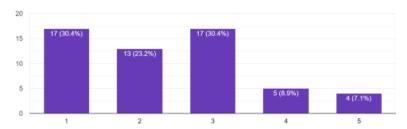
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# I believe our marketing initiatives (i.e. website, frewsletter, social media, partnerships) are successful in promoting ECR. Educator Response Staff Response

I believe our marketing initiatives (i.e. website, newsletter, social media, partnerships) are successful in promoting ECR.

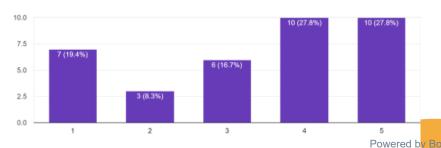
56 responses



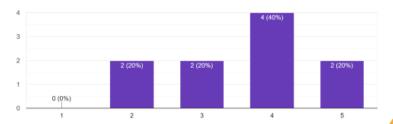
## Parent/Guardian Response

I believe our marketing initiatives (i.e. website, newsletter, social media, partnerships) are successful in promoting ECR.

36 responses



On a scale of 1 to 5, where: 1 = Strongly Disagree and 5 = Strongly Agree Marketing initiatives (i.e., website, newsletter, social media, marketing firm partnerships) are successful in promoting ECR. 10 responses



Student Response - N/A

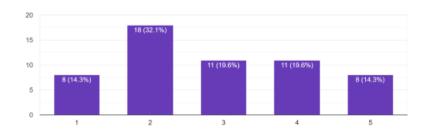


56 responses

# The school provides adequate supervision and support for maintaining a safe and respectful school culture.

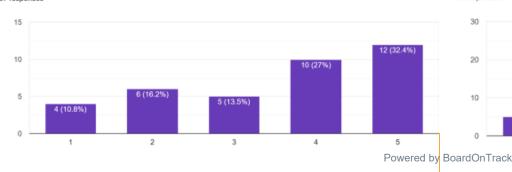
## **Educator Response**

The school provides adequate supervision and support for maintaining a safe and respectful school culture.



## Parent/Guardian Response

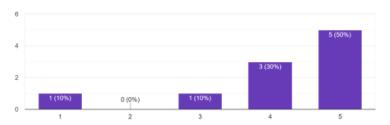
I believe the school provides a safe and clean environment for students.



## Staff Response

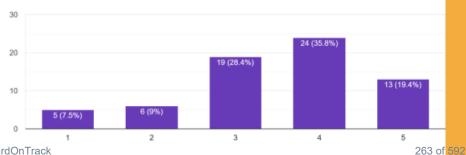
On a scale of 1 to 5, where: 1 = Strongly Disagree and 5 = Strongly Agree I believe the school provides appropriate support and services for students with emotional or behavioral needs.

10 responses



## **Student Response**

On a scale of 1 to 5, where: 1 = Strongly Disagree and 5 = Strongly Agree I feel safe and supported at school, both in the classroom and aroun... of the supervision, facilities, and staff support. 67 responses



## LCAP Framino Red Charter High School Regular poard meeting - Agend - Wonday June 30, 2025 at 5:30 PM

#### **DASHBOARD**

- ELA: Point Decline of 16.8 but still above the state standard
- Math: Point Decline of 10.7 from last year but still above the state standard

El Camino Real Charter High School - Regular Board meeting - Agenda - Monday June 30, 2025 at 5:30 PM

## **LCAP Student Survey Highlights**

#### Comments:

- More communication between both parties.
- Having tutoring more accessible and easily reaching teachers for tutoring.
- Maybe asking for more parents opinions
- They could allow for more parent teacher conferences.
- Nothing, if the parents care about their student's grades it is easy to access any information that would be desired.
- By allowing regularly check-ins with families to offer personalized guidance, answer questions, and connect us with resources.
- ECR could make learning more fun so that students would want to come to class an get their education in a fun, clear, way.
- Lessening the amount of people in each classroom would make students feel more supported since teachers could help more people and included because their presence would be more important as a natural extension of there being less people in a class.
- One thing that could make students feel more supported is by allowing students to interact with others as a peer evaluation. This can prove more effective as students may feel more comfortable to discuss backgrounds and mental issues with other students rather than adults.
- One thing could be to do a monthly cultural celebration.
- Be more open to change and not stay in the same place.



# Thanks!

## Do you have any questions?

m.clark@ecrchs.net s.bero@ecrchs.net l.shano@ecrchs.net a.carter@ecrchs.net b.wilson@ecrchs.net h.lopez@ecrchs.net

CREDITS: This presentation template was created by <u>Slidesgo</u>, including icons by <u>Flaticon</u>, infographics & images by <u>Freepik</u>, and illustrations by <u>Storyset</u>



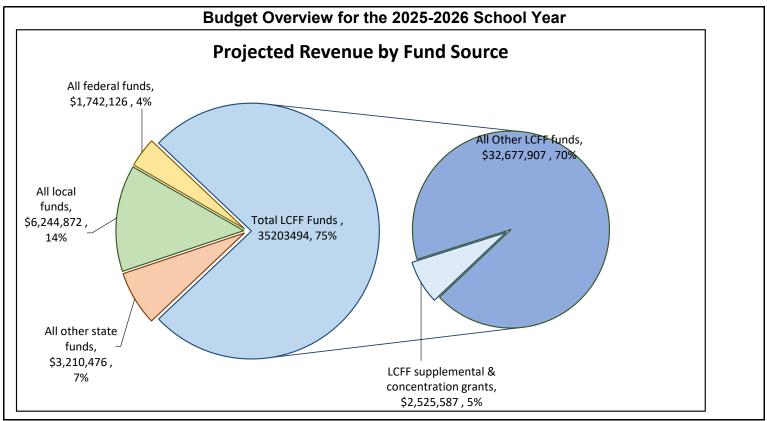
## **LCFF Budget Overview for Parents**

Local Educational Agency (LEA) Name: El Camino Real Charter High School

CDS Code: 1932623 School Year: 2025-2026

LEA contact information: David Hussey-Executive Director 818-595-7500

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).

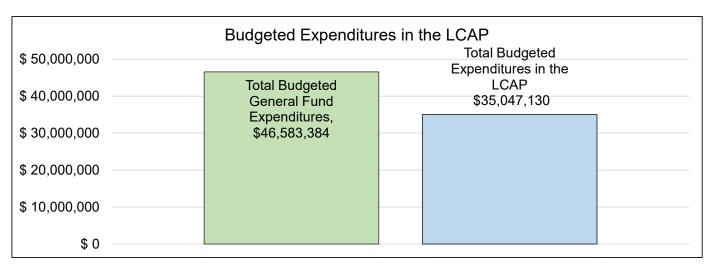


This chart shows the total general purpose revenue El Camino Real Charter High School expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for El Camino Real Charter High School is \$46,400,968.00, of which \$35,203,494.00 is Local Control Funding Formula (LCFF), \$3,210,476.00 is other state funds, \$6,244,872.00 is local funds, and \$1,742,126.00 is federal funds. Of the \$35,203,494.00 in LCFF Funds, \$2,525,587.00 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

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

## **LCFF Budget Overview for Parents**



This chart provides a quick summary of how much El Camino Real Charter High School plans to spend for 2025-2026. It shows how much of the total is tied to planned actions and services in the LCAP.

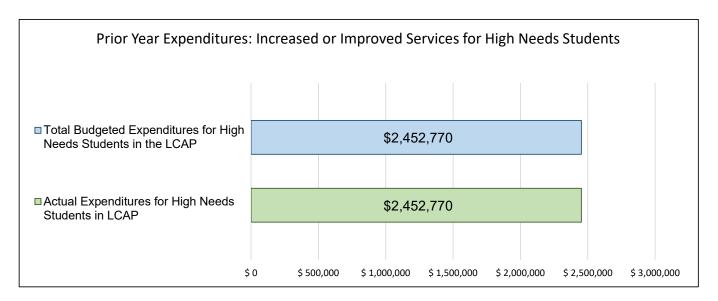
The text description of the above chart is as follows: El Camino Real Charter High School plans to spend \$46,583,384.00 for the 2025-2026 school year. Of that amount, \$35,047,130.00 is tied to actions/services in the LCAP and \$11,536,254.00 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

Increased or Improved Services for High Needs Students in the LCAP for the 2025-2026 School Year

In 2025-2026, El Camino Real Charter High School is projecting it will receive \$2,525,587.00 based on the enrollment of foster youth, English learner, and low-income students. El Camino Real Charter High School must describe how it intends to increase or improve services for high needs students in the LCAP. El Camino Real Charter High School plans to spend \$2,525,587.00 towards meeting this requirement, as described in the LCAP.

## **LCFF Budget Overview for Parents**

## Update on Increased or Improved Services for High Needs Students in 2024-2025



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

The text description of the above chart is as follows: In 2024-2025, El Camino Real Charter High School's LCAP budgeted \$2,452,770.00 for planned actions to increase or improve services for high needs students. El Camino Real Charter High School actually spent \$2,452,770.00 for actions to increase or improve services for high needs students in 2024-2025.

## **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
El Camino Real Charter High	David Hussey Executive Director	d.hussey@ecrchs.net 818-595-7500

## **Plan Summary 2025-2026**

## **General Information**

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

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

El Camino Real Charter High School (ECR) is a 9-12th grade charter high school located in Woodland Hills, California. ECR currently serves approximately 2,900 students in grades 9-12. It is a single-site charter school operated by El Camino Real Alliance, a 501c3 charter management organization. The primary community served by El Camino Real Charter High School is the West San Fernando Valley. Students in this community represent a range of socio-economic levels from disadvantaged to affluent. The median household income according to the most recent US Census for the 91367 zip code was \$134,534. This is a stark contrast to the median household income in Los Angeles county of \$87,800 and in the city of LA, \$80,366.

El Camino Real Charter High School posits itself as the school that has something for every student due to its array of programs, academies, and pathways. Our comprehensive educational program offers Visual Performing Arts (VPA), Career and Technical Education (CTE), Advancement Via Individual Determination (AVID), STEAM, Careers in Entertainment Academy (CEA), Video/Game Design, Film, Nutrition/Childcare, Dual Enrollment, Independent Study, FLEX, online learning, and plethora of additional programs and course options.

ECR student data reflects the rich diversity of the San Fernando Valley. As reflected on the 2024 California Dashboard:

Approximately 34.7% of students are Socioeconomically disadvantaged

Approximately 2% are English Learners

Approximately 0.2% are Foster Youth

Approximately 10.8% are Students with Disabilities

Approximately 4.8% are African American

Approximately 0.1% are American Indian

Approximately 9% are Asian

Approximately 4.6% are Filipino

Approximately 32.5% are Hispanic

Approximately 7.6% are Two or More Races

Approximately 0.4% are Pacific Islander

Approximately 36.4% are White

Approximately 63.2% Minority enrollment Approximately 29% are Free Lunch Approximately 2% are Reduced Lunch

#### Mission Statement

Our Mission is to create an inclusive environment that prepares our diverse student body for the next phase of their educational, professional, and personal journey through a rigorous, customized academic program that inspires the development of students' unique talents and skills, builds character, and provides opportunities for civic engagement and real-world experiences.

#### Vision Statement

We envision a charter school community committed to excellence and equity in education as evidenced by the inclusion of all stakeholders and by the innovative teaching methods that empower students to be independent, determined, and compassionate global citizens who think critically, collaborate confidently, and work passionately toward a shared and sustainable future.

Expected Student Learning Outcomes (SLO's) ensure that competencies are acquired by students in the instructional program at El Camino Real Charter High School. Our teachers cultivate rich learning experiences, spark curiosity through engagement, encourage critical thinking in discussions, and offer a rigorous, curriculum driven program with a focus on standards mastery.

At ECR, student success is at the forefront of every initiative. The school offers a diverse array of programs tailored to meet the needs of all students, whether they aspire to attend a four-year university or enter the workforce directly after graduation. For college-bound students, the school provides rigorous Advanced Placement (AP) and dual enrollment courses, expert college counseling, and SAT/ACT preparation. Those pursuing careers benefit from robust Career and Technical Education (CTE) pathways, including internships, industry certifications, and hands-on learning in fields like technology, engineering, and the arts. Personalized academic advising ensures each student has a clear and achievable post-graduation plan. Extracurricular opportunities such as debate, robotics, and over 75 student-led clubs further enrich the student experience. The school fosters an inclusive environment where every student feels valued, challenged, and supported. By combining high academic standards with real-world skill development, ECR empowers students to thrive in any path they choose.

## To succeed in a changing global community, all ECR students will be: Critical Thinkers who:

- Observe, interpret, analyze, evaluate, and integrate information.
- · Collaborate confidently in a variety of settings.
- Develop multiple literacies (linguistic, environmental, historical, numerical, scientific, cultural, digital).
- Make predictions based on evidence.
- Produce claims with credible support.
- Re-assess previous interpretations when presented with new evidence.

#### Effective Communicators who:

- · Synthesize data from print and digital media.
- · Organize and prioritize information.
- Express ideas with a deliberate use of rhetoric.
- · Consider audience by demonstrating clear and appropriate language and behavior.
- · Utilize technology to present findings purposefully.

#### Hard-working graduates who:

- Achieve college education, career and individual goals.
- · Explore options and plan for success.
- · Persevere in the face of challenges.
- · Become informed, empowered decision makers.
- Possess a sense of agency.
- Exhibit professionalism in all endeavors.

#### Socially Responsible Citizens who:

- Demonstrate compassion, honesty, and respect.
- Utilize technology appropriately.
- Live sustainability.
- Engage in the civic process for diverse thoughts.
- Work toward a just society.
- Connect local issues to global systems, creating positive change.

## **Reflections: Annual Performance**

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

As we reflect on our annual performance, it is important to note that we recognize the need for a more targeted focus schoolwide as it relates to Data Driven Instruction and Data Driven Reflection. Success and Improvement Areas are detailed below.

#### Dashboard Results ELA

While our ELA scores were continuously rising for several years, this year there was a decrease in overall student performance on CAASPP. We are very proud of the hard work exhibited by faculty, staff, and students and recognize the need for more attention to the ever-changing collective needs of students as well as the ever-changing individual needs of students.

Based on the 2024 Dashboard, in the category All Students, ECR is 23.2 points above standard in ELA and we declined 16.8 points from the 2023-2024 test. A total of 758 students took the Smarter Balanced Assessment in ELA in 2023-2024.

#### Academic Successes in ELA:

Students identifying as Asian are represented at the highest level which is Performance Color Blue

Filipino students are represented at the second highest level which is Performance Color Green

English Learner Progress increased 2.9 points and is represented at the highest level in Performance Color Blue

#### Improvement Areas in ELA:

Hispanic (maintained -2.6 points), Two or more races (declined 30.2 points), and Socioeconomically disadvantaged students (declined 8.4 points) and are at the middle performance level which is Performance Color Orange.

Students with Disabilities are now in Performance Color Red, declined 37.1 points, and is 95.1 points below standard.

White students declined 33.1 points and are represented in Performance Color Yellow.

African American students are 10.4 points below standard and declined 24.9 points.

#### By Performance Level Breakdown:

There is one student group represented in Red reflecting 'very low' performance.

African American students are in Orange reflecting 'somewhat' low performance.

There are now four student groups in Yellow reflecting 'average performance' and they are Hispanic, Two or More Races, Socioeconomically Disadvantaged, and White. Students identifying as Filipino, are in Green (reflecting 'high' performance).

#### They are 55.1 points above standard

Asian students are indicated in 'Blue' (reflecting 'very high' performance)

They are 89.5 points above standard

There is no performance color for English Learners, Foster Youth, Homeless, Pacific Islander, and Long Term English Learner because there are not enough students to generate that data

English Learners are 115.1 points below standards

#### Dashboard Results Math

Based on the 2024 Dashboard, ECR is 40 points below standard in Math, and we declined 10.7 points from the 2023-2024 test. A total of 766 students took the Smarter Balanced Assessment in Math in 2023-2024.

#### Academic Successes in Math

Asian students increased 11.6 points and are 46.8 points above standard.

Socioeconomically Disadvantaged students increased 6 points and are in Green (reflecting 'high' performance), but are 52.7 points below standard.

#### Improvement Areas in Math

Students with Disabilities are now in Performance Color Red, declined 30.4 points, and is 157.8 points below standard.

Filipino students maintained 2.5 points and are 3 points below standard.

Hispanic students are 60.1 points below standard and maintained 2.8 points

African American students are 83.4 points below standard and declined 5.3 points.

English Learners are 150.6 points below standard but increased 11 points

White students declined 23.5 points and are 37.9 points below standard.

#### By Performance Level Breakdown:

Students with Disabilities are in Red (reflecting 'very low' performance).

African American, Hispanic, and Two or More Races are in Orange (reflecting 'low' performance).

Filipino and White students are in Yellow (reflecting 'medium' performance).

Socioeconomically Disadvantaged are in Green (reflecting 'high' performance).

Asian students are indicated in 'Blue' (reflecting 'very high' performance)

English Learners are 167 points below standard but declined 16.3 points

There is no performance color for English Learners, Foster Youth, Homeless, Pacific Islander, and Long Term English Learner because there are not enough students to generate that data

#### College/Career:

The school's 2024 CA School Dashboard College/Career Status (i.e., the percentage of high school students prepared for success after graduation)increased by 4% percent.

To continue to improve outcomes in preparing our students for college and career, ECR has increased student enrollment in our CTE Pathway programs and our Dual Enrollment program. Counselors provide professional development to teachers and staff with the most up to date college admissions information. ECR also continues to promote our seal of bi literacy eligibility options. Counselors provide classroom presentations for all grade levels reviewing high school graduation requirements, class selections and post secondary options. ECR's college and career center continues to introduce our 9th graders to Naviance's career assessments through CCR/Health class presentations, and we are currently having all 9th graders complete career assessments on Naviance. These various tasks/assessments introduce students to possible career matches and allow them to start thinking about their post-secondary options and fulfill their career pathways. Below is a sampling of the tasks/assessments they are completing:

Academic and Personal Goals (allows students to work towards a goal; develop a sense of achievement)

Strength Explorer Assessment (identifies students' strengths and aligns them with possible careers/colleges)

Personality Assessments

Search and add colleges to their personal list.

Search and add careers to their personal list

Begin their Resume

Suspension Rate:

The school's 2024 CA School Dashboard percentage of students who were suspended at least once was at a rate lower than the state. However, the school's Performance Level (color) was Orange.

The school is continuing to implement a PBIS system. This has been featured in professional developments and behavioral reminders (signs, murals) can be found in many areas of campus. Restorative justice and conflict resolution techniques have resulted in a much lower suspension rate so far this year. At our current rate, we will have approximately 28 suspensions for the year as compared to 74 suspension last year. There has also been increased collaboration between the Student Support Services office, Deans, and counselors.

## **Reflections: Technical Assistance**

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

ECR does not require Technical Assistance.

## **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.

## Support for Identified Schools

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

## Monitoring and Evaluating Effectiveness

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

## **Engaging Educational Partners**

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

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

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

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

Educational Partner(s)

**Process for Engagement** 

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

Educational Partner(s)

Process for Engagement

Administrative Team

School leaders are involved in the development process of LCAP goals, actions, and metrics through on-going discussions that have a direct impact on teaching and learning. Administrative Meetings are held every Friday to share and discuss school priorities and each administrators' respective areas, ideas, and suggestions.

Teachers and staff

Teachers, counselors, and staff are engaged in the development process of LCAP through staff surveys focused on the eight (8) state priorities administered annually. Additionally, teachers/counselors lead and serve on various school committees that offer very useful information that informs LCAP development. The LCAP Committee utilizes survey feedback to develop the initial LCAP and then shares the drafts with teachers, counselors, and staff prior to final vote by the ECRA School Board. Parents/Families

Parents and Families are involved in the development process of LCAP from the start of each academic year through committees and parent groups.

Students

Students are given a similar survey to teachers that centers around the eight (8) state priorities as well as school climate. They are able to rate the school using a likert scale and also leave qualitative feedback. Some student groups and clubs such as ASB, BSU, and various clubs participate or host roundtable discussions throughout the year where they offer contributory feedback.

Committees

ECR has multiple advisory committees where parents, administrators, and teachers contribute. These include the English Learner Advisory Committee, Parent Advisory Committee, School Site Council, Safety Committee, RISE, and Padres Latinos. These committees provide feedback throughout the year on school matters.

Public Comment

Public Comment will be allowed at the Board Meeting on May 22, 2024 via feedback form available for any stakeholders to submit after the presentation (regarding LCAP). Additionally, the LCAP Committee will accept comments/feedback from teachers/staff/students through June 14, 2024.

**Board Meetings** 

The LCAP will be presented at two Board Meetings - first, on May 22, 2024 for public review and comment as well as at the June 30, 2025 Board Meeting for vote.

## **Goals and Actions**

## Goal

Goal #	Description	Type of Goal
	All students are provided a high-quality education with equitable access to standards-based instruction, innovative strategies and programs, and rigorous learning to ensure academic growth in ELA, Math, & Science.	Broad Goal

#### State priorities addressed by this goal.

1, 2, 4, 7

An explanation of why the LEA has developed this goal.

Improving academic achievement, especially in subgroup populations, remains a priority at ECR. Research shows that providing equitable access to high-quality education is essential for closing opportunity and performance gaps among students from diverse backgrounds. Equitable access to rigorous learning experiences prepares students for success in college and future careers. By implementing targeted intervention programs, offering professional development opportunities focused on evidence-based instructional strategies, utilizing data, and promoting literacy and math across the curriculum, the school can address these areas of need directly, providing tailored support to students who require additional assistance to achieve academic growth.

## **Measuring and Reporting Results**

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1	Percentage of teachers fully credentialed and properly assigned.	100%	100%		100% fully credentialed teachers.	Maintain
2	Graduation Rate	SY 22-23: 91%	SY 23-24: 91.3%		95% or above	Increase of 4%
3	Reclassification Rate	46% reclassified	26% reclassified (students still being tested)		60% reclassified	Increase of 14%
4	% Students Scoring Met or Exceeded on ELA SBAC	SY 22-23: All: 66.63% Asian: 70.15% Black/African American: 60% EL: 26% Filipino: 75.75% Hispanic or Latino: 59.17% Students with Disabilities: 31% Socially Disadvantaged: 59.8% Two or More Races: 72.73% White: 71.43%	SY 23-24: All: 60% Asian: 79% Black/African American: 61% EL: 0% Filipino: 71% Hispanic or Latino: 55% Students with Disabilities: 24% Socially Disadvantaged:56% Two or More Races:55% White:57%		All: 75% or higher Asian: 76.02% Black/African American: 69% EL: 32.5% Filipino: 82.09 Hispanic or Latino:68.54% Students with Disabilities: 43.71 Socially Disadvantaged: 43.71% Two or More Races: 74.38 White: 73.98	SY 22-23: All: increase of 8.37% Asian: increase of 5.87% Black/African American: increase of 9% EL: increase of 6.5% Filipino: increase of 6.59 Hispanic or Latino: increase of 9.37% Students with Disabilities: increase of 12.71% Socially Disadvantaged: increase of 16.09% Two or More Races: increase of 1.65% White: increase of 2.55%

El Camino Real Charter High School - Regular Board meeting - Agenda - Monday June 30, 2025 at 5:30 PM 5 All: 48 or higher SY 22-23: % Students SY 22-23: SY 23-24: Asian: 66.22% All: increase of 6.17% AII: 38% Scoring Met or All: 41.83% Black/African American: Asian: increase of 5.02% Exceeded on Asian: 61.2% Asian: 72% Black/African 32.64% Black/African American: increase of Math SBAC Black/African American: American: 11% EL: 13.75% 6.23% EL: 0% 26.41% Filipino:61.81 EL: increase of 2.75% Hispanic or Latino: 37.94% Filipino: increase of 10.3% EL: 11% Filipino: 50% Hispanic or Latino: increase of 6% Students with Disabilities: Hispanic or Latino: 33% Filipino: 51.51% Students with Disabilities: increase 12.35% Hispanic or Latino: Students with Disabilities: Socially Disadvantaged: of 3.61% 31.94% 9% Socially Disadvantaged: increase of 51.57% Socially Disadvantaged: Students with Disabilities: Two or More Races:44.31% 16.1% Two or More Races: increase of White: 52.06% 8.74% 36% 3.86% Socially Disadvantaged: Two or More Races:31% White: increase of 3.94% 35.47% White:37% Two or More Races: 40.45% White: 48.12% 39% or higher increase of 3.17% 6 SY 23-24: % Students SY 22-23: 35.83% 35.0% Scoring Met or

## Goal Analysis for 2024-2025

Exceeded on CAST Science

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

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

Goal 1, Action 1 (Implement Targeted Intervention): Due to budget constraints, there are less funds available for targeted interventions. In year SY 23-24, there were 9 general education study skills classes and 11 special education study skill classes. In SY 24-25, there were 3 study skill classes and 13 special education study skill classes. In SY 25-26, there may not be any general education study skill classes, but the special education study skill classes will remain. In SY 24-25, the intervention team grew in members, leading to a better understanding of referral systems; growing from only 22 referrals in SY 23-24, the intervention team received and supported 130 referrals in SY 24-25. Unfortunately, the intervention team will be greatly reduced again in SY 25-26 due to budget constraints. ECR continues to maintain the instructional assistants and paraprofessionals for inclass support. ECR still has two school psychologists and an unhoused foster student liaison. Tutoring options have been available both in classes and after school. After school tutoring has always been active and varied, aside from slowing down in Fall of 2024, but came back strong in Spring of 2025.

Goal 1, Action 2 (Targeted Intervention for EL Population): We are in the process of hiring a new EL Coordinator for the 25-26 academic year. Consequently, the typical responsibilities associated with that role, including the coordination of EL student testing, reclassification and monitoring the progress of the students are currently not available. We understand this may raise questions, and we are actively exploring alternative solutions to ensure our English Learner students receive the necessary support and assessments as the year progresses. We will provide updates as soon as more information becomes available regarding the assignment of an EL Coordinator or the implementation of alternative support structures." Although funding is available the purchasing of instructional supplies and materials such as novels, curriculum, manipulatives, etc will also depend on the appointment of a new coordinator.

Goal 1, Action 3 (Professional Development): Teachers attended area-specific conferences to acquire or refine innovative teaching strategies and techniques relevant to their subject areas. Findings were shared during PLCs or department meetings, fostering collaboration while promoting the diffusion of knowledge.

PD sessions provided a structured framework for discussing and applying HLP (high leverage practices).

The "pathways" option proved to be a flexible and effective approach, enabling teachers to pursue professional growth in areas that aligned with their areas of growth and interests. We are uncertain about continuing to provide professional development opportunities for subject specific conferences due to budget restraints.

Goal 1, Action 4 (Data-Driven Instruction and Intervention) The original plan to maintain appropriate staffing for both a technology team and a data team has been adjusted. The merging of the data team with the testing coordinator into a new "Data-Testing" coordinator team, capped at three members, is noted. While this adjustment reduces team size, it is encouraging to see a clear focus on maintaining efficiency and effectiveness. The team's exploration of a new testing schedule and innovative platforms demonstrates a proactive approach to enhancing data-driven culture and improving standardized testing outcomes.

The pilot initiatives undertaken by the English, math, and science departments reflect a forward-thinking strategy. Allowing the English department to test their own students and piloting a new testing platform for common formative assessments (CFAs) and SBAC practice within the math and science departments has likely brought valuable insights. These efforts pave the way for more personalized and department-specific testing approaches.

The ongoing implementation of the Data Studio platform is a promising development. Its ability to provide a comprehensive view of class or individual student performance will be instrumental in the early identification of students requiring intervention. This aligns with the broader goal of using diagnostic tools and data platforms to support targeted, evidence-based instruction.

Goal 1, Action 5 (Highly Qualified Teachers): While the initial goals of recruiting and employing credentialed and diverse teachers were met with measurable success, a significant challenge arose in retaining these teachers. Budget cuts and lower-than-expected enrollment rates resulted in difficulties sustaining the teaching staff, impacting the school's ability to maintain the diversity and instructional equity initially targeted. Budget constraints directly affected teacher retention efforts, leading to higher turnover rates and impacting continuity in the classroom. Lower enrollment figures further reduced available resources for sustaining a robust and diverse teaching staff.

Goal 1, Action 6 (Administrative Team): The administrative staff has consisted of the Executive Director and five Administrative Directors since 2023-24.

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

The board approved an 18% salary increase over three years which includes AYs 24-25, 25-26, and 26-27.

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

NA

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

Goal 1, including metrics and target outcomes remain the same. Adjustments to actions are as described above.

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

## **Actions**

Action	# Title	Description	Total Funds	Contributing
1	Implement Targeted Intervention	The school will address areas of need directly, providing tailored support to students who require additional assistance to achieve academic growth by:  Providing Study Skill Classes for both general education and special education to focus on academic skills, time management, organizational skills, and SEL  Purchase a research-based Study Skills Curriculum such as SOAR (or similar) to improve student achievement for our most vulnerable student populations  Providing in-class tutoring to study skills students during study skills classes to develop academic growth  Providing after school tutoring for academic content areas  Supporting classes with teacher's assistants and paraprofessionals to provide more attention to students  Staffing an intervention team to implement and evaluate student interventions and supports  Staffing an unhoused and foster student liaison to provide academic and personal support for our foster and unhoused population, including essential materials, school supplies, housing information, resources, and monitoring  Adequate out-of-classroom support for students with disabilities to assess for learning needs to assist with IEPs and case management including school psychologists and special education coordinators	\$196,520.00	Yes
2	Targeted Intervention for EL Population	Targeted Intervention for EL population include: Fund an EL coordinator to oversee the testing, reclassification, and monitoring of EL students	\$77,480.00	Yes

		El Camino Real Charter High School - Regular Board meeting - Agenda - Monday June 30, 2025 at 5:30 PM Purchasing of instructional supplies and materials such as novels, curriculum, manipulatives, etc Professional development for ELD Coordinator and ELD Teacher/Assistant		
3	Professional Development	Educators will attend professional development opportunities: Focused on evidence-based instructional strategies, allowing the enhancement of teaching practices to better meet the diverse learning needs of students And teacher attendance will be monitored and feedback will be gathered to assess effectiveness in enhancing instructional practices related to ELA, Math, and Science. Seeking and attending professional development activities to stay current with best practices in school nursing, healthcare trends, and relevant legislation Providing professional development to staff on health issues and caring for students with certain health issues and in emergency situations	\$108,003.00	Yes
4	Data-Driven Instruction and Intervention	By Ensure all educational partners have access to updated technology and data by: Ensuring all students and staff have a computer (including computer labs) Ensure each classroom has a Promethean board High speed internet for school Maintaining appropriate staffing to include - tech team Staffing a data team of up to 5 members to coordinate all school and state testing, analyze schoolwide data trends, and provide data-driven instructional guidance. Data team will continue researching and exploring innovative testing schedules, programs, and other innovative initiatives that can help improve standardized testing scores while enhancing our data-driven culture. Ensure student access and educator use of diagnostic tools, such as NWEA by: Purchasing assessment and testing contracts Offering professional development to educators on administering exams, exploring the data and results, and differentiating instruction based on results Designate time for testing all students in testing for MAP and testing 11th grade students in CAASPP	\$528,671.00	Yes
5	Highly Qualified Teachers	The school will employ fully credentialed teachers in each department and ensure that each teacher is properly assigned. Highly qualified teachers will:  Promote literacy across the curriculum, supporting students in developing critical thinking skills and comprehension abilities, essential for success in ELA, Math, and Science Ensure alignment to CCSS  Ensure Instructional & Supplemental materials aligned to the Common Core State Standards Update Instructional & Supplemental Materials  ECR will hire and retain a diverse teaching staff that promotes seeing the world through various lenses. This will include:  Increasing recruitment efforts to hire underrepresented teachers and staff Prioritizing efforts on instructional equity	\$23,473,790.00	No
6	Administrative Team	Staff a full administrative team to support the educators by: Providing instructional leadership Hiring qualified faculty and staff Developing and implementing systems for support Performing observations and providing evaluations and guidance	\$1,359,022.00	No

### Goal

Goal #	Description	Type of Goal
	All students will graduate college and career ready with an increased Graduation Rate for Students with Disabilities, LatinX, English Learners, African American students, Foster Youth, and Homeless Youth	Broad Goal

### State priorities addressed by this goal.

4, 6, 7, 5

### An explanation of why the LEA has developed this goal.

El Camino Real Charter High School is committed to ensuring that students are prepared for post-secondary plans, including post-secondary education and the workforce. Research indicates that students who engage in challenging coursework and innovative programs are more likely to graduate high school prepared for post-secondary education or enter the workforce with the necessary skills and knowledge to thrive in today's competitive global economy.

## **Measuring and Reporting Results**

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1	% of students enrolled in a CTE pathway complete the CTE Capstone	SY 22-23: was not tagged in SIS last year	SY 23-24: 4.2%		100% of students enrolled in a CTE pathway will complete it upon graduation	Unknown

A-G completion	n SY 22-23:	SY 23-24:	All: 65%	Increase each subgroup by 10%
rate (all and	All: 55%		Asian: 86.3%	
subgroups)	Asian: 76.3%	AII: 53.4%	Black/African American:	
J 1 /	Black/African American:		43.3% EL: 43.3%	
	33.3%	Asian: 71.4%	Filipino: 94.0%	
	EL: 33.3%		Hispanic or Latino: 54.7%	
	Filipino: 84.0%	Black/African American:	Students with Disabilities:	
	Hispanic or Latino: 44.7%		29.5%	
	Students with Disabilities:		Socially Disadvantaged: 63.8%	
	19.5%	EL: 31.0%	Two or More Races: 74.3%	
	Socially Disadvantaged:		White: 67.4%	
	52.8%	Filipino: 63.3%		
	Two or More Races:			
	64.3%	Hispanic or Latino:45.0%		
	White: 57.4%			
		Students with Disabilities:		
		21.1%		
		Socially Disadvantaged:		
		48.6%		
		10.070		
		Two or More Races:55.4%		
		White:56.2%		

El Camino Real Charter High School - Regular Board meeting - Agenda - Monday June 30, 2025 at 5:30 PM Maintain the % with focused 3 % of students SY 22-23: All: 97% SY 23-24: Asian:97% increase in EL, Students with All: 95.98 % who graduate Black/African American: 97% Disabilities and Hispanic with a 2.0 or Asian: 96.25% All: 96.6% EL: 90% Population. Stable- minor increases above (all and Black/African American: in other subgroups. Filipino: 98% 96.66% Asian: 95.7% subgroups) Hispanic or Latino: 97% EL: 85.18% Students with Disabilities: Filipino: 98% 95% Hispanic or Latino: Black/African American: Socially Disadvantaged: 97% 94.87% 97.1% Two or More Races: 97% Students with Disabilities: White: 98% 92.68% EL: 93.1% Socially Disadvantaged: 94.10% Filipino: 100% Two or More Races: 96.42% Hispanic or Latino: 94.1% White: 97.04% Students with Disabilities: 94.6% Socially Disadvantaged: 95.8% Two or More Races:100% White:98.1%

El Camino Real Charter High School - Regular Board meeting - Agenda - Monday June 30, 2025 at 5:30 PM All: 65% 11% 4 % of students SY 22-23: SY 23-24: Asian: enrolled in at All: 54% Black/African American: Asian: least one All: 52.8% EL: Honors or AP Black/African American: Filipino: EL: class (all and Asian: 12.89% Hispanic or Latino: Students with Disabilities: subgroups) Filipino: Socially Disadvantaged: Hispanic or Latino: Two or More Races: Students with Disabilities: Black/African American: White: Socially Disadvantaged: 4.19% Two or More Races: White: EL: 0.28% Filipino: 5.32% Hispanic or Latino: 28.9% Students with Disabilities: 2.31% Socially Disadvantaged: Two or More Races: 8.09% White:36.23% 85% will pass with a 3 or AP pass rate: % SY 22-23: 76% Increase of 9% 5 SY 23-24: 80% higher of students who score a 3 or better on AP exam 30% Increase by 15.4% SY 22-23: 14.6% 6 % of students SY 23-24: 16.2% who earn the Seal of Biliteracy

		El Camino	Real Charter High School - Regular	Board meeting - Agenda - Monday	June 30, 2025 at 5:30 PM	
7	The % of students graduating with completion of at least two community college classes	New metric- baseline data unknown.	SY 23-24: 5.0%		15%	Increase by 5% per school year.
8	% prepared college and career indicators based on CA dashboard	48.6%	52.6%		65%	Increase by 16.4

## Goal Analysis for 2024-2025

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

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

Goal 2, Action 1 (Expand CTE Pathways): CTE Pathway programs have continued to grow with an increase in student enrollment in the CTE pathway programs. The CTE Advisory board continues to meet and support the programs at ECR. ECR is building community partnerships each year. Specifically our Audio and Music production classes have partnered with businesses in the Career in Entertainment industry. We are on track to increase our CTE completion rate by another 2%. ECR continues to strengthen the 4 CTE pathways.

Goal 2, Action 2 (Support A-G Completion and AP Test Pass Rate): There has been an increase in AP pass rate. There is a small dip in the A-G completion rate. This is an ongoing focus area for academic counselors. However, factors such as the LA promise program (free community college) could be affecting the date. More students are choosing community college or trade school options.

Goal 2, Action 3 (Professional Development):Counselors present up to date college admissions information and post secondary options to the ECRCHS staff one time a year. Goal 2, Action 4 (Academic Counseling):Due to budget restrictions ECRCHS no longer offered Counseling extended hours on a weekly basis in the 2024-2025 school year. Extended hours were limited to the registration season in April and May. Due to the drop in enrollment and funding, ECRCHS will cut two academic counselors, going from 10 to 8.

Goal 2, Action 5 (College and Career Counseling): Due to drop in enrollment and funding ECRCHS will reduce the counseling team from 3 college counselors to 2. Goal 2, Action 6 (College and Career Readiness Program): Naviance has been our college and career platform since 2014. Students continue to utilize Naviance primarily for letters of recommendation, applications to private/out of state universities and transcript ordering. The program also offers detailed college and career search engines, including resume building skills and goal setting. Although these features are not utilized as much, the college and career center continue to showcase these tools in Naviance during classroom presentations and one on one sessions with students.

Goal 2, Action 7 (Summer School and Credit Recovery): Summer School still remains an option for our students who need remediation or to make up D grades for college Admissions. The FLEX/IS summer school program has increased in enrollment. FLEX/IS a variety of classes for students to take in order to catch up in credits.

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 are no material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

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

Academic Counselors continue to counsel and guide students through class selection, meeting A-G requirements, providing credit recovery options and guidance on post secondary plans. College Counselors run the college and career center providing college and career advising, writing letters of recommendation and guiding students in our dual enrollment program.

Our FLEX program continues to provide credit recovery options for students who need credit recovery in order to graduate on time.

Our CTE pathways and Dual Enrollment program are reputable and sought out by our students. These two areas continue to increase in numbers.

The AP program at ECRCHS continues to thrive, with more students passing AP tests each year.

Due to budget cuts and lack of funding, we are not able to provide some of the resources that we initially wrote out in the LCAP. Reduction in staff and extended hours affects the ability for counselors to reach out and connect with certain populations. With fewer counselors next year, it is unclear how it will impact this goal next school year.

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

Goal 2, including metrics and target outcomes remain the same. Adjustments to actions are as described above.

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

## **Actions**

Action #	Title	Description	Total Funds	Contributing
1	Expand CTE Pathways	ECR will continue to develop and expand on CTE pathways by: Investing in the necessary equipment, materials, and trainings to create opportunities in Woodworking, Culinary Arts, Video Game Design, Media, and other potential pathways Build community partners to increase student opportunities for capstone projects	\$234,474.00	No
2	Support A-G Completion and AP Test Pass Rate	Support A-G completion and AP test pass rate by: Implementing the targeted interventions outlined in goal 1 action 1 (repeated expenditure)	\$0.00	Yes
3	Professional Development	Professional development will include: Meaningful, relevant, and up-to-date training regarding the college admissions landscape and/or career exploration to help teachers, counselors, and administrators understand post-secondary options	\$108,003.00	Yes
4	Academic Counseling	Continue to staff academic counselors, with a counselor-to-student ratio of under 1:400 to ensure the following services can be effectively provided:	\$1,070,996.00	Yes

		Support the academic development of students and monitoring of course completion, both for graduation and for the pursuit of post-secondary plans, including A-G completion and career pathway  Ensure equitable enrollment in honors, AP, and CTE pathways pathways Encourage and support students to be proficient in English and one other language to achieve seal of biliteracy Facilitate interventions, conferences, SSPTs, and 504s as needed to provide tiered levels of support to ensure students can overcome barriers and be college and career ready  In addition to regular school hours, counselors will provide additional availability to students and families to increase engagement, provide conferences, program students, and offer other counseling-related services:  Before school hours from 8am-8:30am After school from 3:45pm-4:15pm Rotating counselor availability all summer All counselors are available during welcome week in the summer One counselor per week on Thursday from 4:15pm-6:15pm		
5	College and Career Counseling	Continue to staff 3 college and career counselors to ensure the following services can be effectively provided:  Exploration of college and career through discussion, newsletters, workshops, and naviance training  Provide workshops and evening events regarding a variety of topics, including dual and concurrent enrollment, financial aid, college knowledge, etc.  Engage students in classroom presentations to increase knowledge of high school graduation requirements, post-secondary options, course availability, etc.  Assist students work college applications, write recommendation letters, and help students with concurrent and dual enrollment  Coordinate AP testing  Coordinate the PSAT, which will continue to be funded by the school for grades 9-11	\$300,564.00	Yes
6	College and Career Readiness Program	Contract and utilize a college and career readiness program, such as Naviance, to: Help students identify their strengths, discover careers, and prepare for post-secondary programs. Students have the opportunity to complete multi-grade level tasks within the Naviance platform that support college awareness, eligibility and preparedness.	\$34,151.00	No
7	Summer School and Credit Recovery	Offer a variety of summer school and credit recovery opportunities to all students, including: Summer school remedial classes, through which students can make up "D" and "F" grades Summer school enrichment opportunities, through which students can complete requirements to make space for more rigorous Fall coursework A summer school transitional program for all incoming freshmen, to provide students assessment, assistance, intervention, and enrichment in ELA and Math, as well as acclimating them to the high school environment and school expectations (new in summer 2024) Summer classes to increase skills, such as pre-algebra, summer bridge to support in ELA and Math, as well as AP Bridge to promote critical thinking skills An online credit recovery program, through which students can make up Ds, Fs, and a few enrichment courses	\$292,894.00	Yes

		El Camino Real Charter High School - Regular Board meeting - Agenda - Monday June 30, 2025 at 5:30 PM		
8	Workshops	Students who are underserved and among the lowest ECR population (e.g., African American) to attend college post high school will attend college tours (HBCU Tour) and attend on-campus college workshops and seminars.	\$150,000.00	No

#### Goal

Goal #	Description	Type of Goal
	All parents and guardians of the school community will have authentic, safe opportunities to give input with regular, effective, two-way communication for shared decision-making.	Broad Goal

#### State priorities addressed by this goal.

3, 6

#### An explanation of why the LEA has developed this goal.

ECRCHS wants to improve and increase the parent/guardian participation and engagement in students' learning process in preparation for high school and beyond. Better communication amongst the school community serves to increase academic achievement overall. Research shows that parent involvement improves student academic achievement as well as their motivation to succeed. The school is an integral part of this process and therefore must create steps to improve opportunities for stakeholders to communicate and participate through feedback, surveys, meetings, and events that build a community of support.

### **Measuring and Reporting Results**

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1		RISE: 5 parents attend regularly.  Padres Latinos: 10 parents attend regularly.  SSC: 1 parent attends regularly.  ELAC: 4 parents attend regularly.  Equity: 5 parents attend regularly	SY 24-25:  RISE: 5 parents attend regularly.  Padres Latinos: 15-20 parents  SSC: no meetings due to work to rule  ELAC: 7-8 parents  Equity: between 2-5 parents		RISE: 10 parents attend regularly.  Padres Latinos: 20 parents attend regularly.  SSC: 5 parents attend regularly.  ELAC: 10 parents attend regularly.  Equity: 10 parents attend regularly.	Padres Latinos: increase by 10  SSC: increase by 4  ELAC: increase by 6  Equity: increase by 5

2 Percentage of	Aeries : 74%, with 29% of	eal Charter High School - Regular Board meeting - A	Aeries: 100%, with 75% of	Aeries : 26% difference, with 46%
parents who have active Aeries and Canvas accounts, and	those parents showing that they have notifications setup Canvas: 31% have active accounts - do not know who has opted out of	Aeries: 44% with 44% of these parents showing they have notifications setup  Canvas:31% have active accounts - do not know who has opted out of notifications	those parents showing that they have notifications setup Canvas : 100% have active accounts	difference for those parents showing that they have notification setup Canvas: 69% difference in those who have active accounts
Number of newsletters, social media posts, and website updates per month.	Newsletters sent 1x per week. Updated upon request from teachers and staff.  Instagram & Facebook updated 5x per week.  X (Twitter) updated 2x per week.  TikTok updated 1x per month.  Website updated upon request from teachers and staff.	SY 24-25:  Newsletters sent 1x per week. Updated upon request from teachers and staff.  Instagram & Facebook updated 5x per week.  X (Twitter) updated 2x per week.  TikTok updated 1x per month.  Website updated upon	Newsletters sent 1x per week. Updated upon request from teachers and staff.  Instagram & Facebook updated 5x per week.  X (Twitter) updated 5x per week.  TikTok updated 5x per week.  Website updated upon request from teachers and staff and as needed by the marketing coordinator.	Newsletters - maintain Instagram & Facebook - maintain X (Twitter) - increase by 3x per week TikTok - increase by 4x per week Website - maintain

# Goal Analysis for 2024-2025

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

staff.

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

Goal 3, Action 1 (Collaboration with Parent Groups & all ECR Families): The tech department is in the process of developing video tutorials on topics: 'How to signup and navigate Aeries and Canvas" to be posted on the school website. Parents have been invited/asked to join School Site Council, LCAP, PAC and other meetings throughout the year to provide input via the weekly newsletter and other online communications. Hosted Open House for incoming families to meet and have dialogue with administrators, teacher leaders/teachers/counselors, and staff to share pertinent information and build school - home relationships. A variety of parent groups, like RISE, Padres Latinos, and Royal Families, meet monthly.

Goal 3, Action 2 (Attendance Notifications): Using Messagebird and Covantia home-to-school communication platforms, messages are automatically sent to parents when students are scanned in late by campus security officers. Parents are notified of absences at the end of each day.

- Goal 3, Action 3 (Home-School Communication): Newsletters sent 1x per week. Updated upon request from teachers and staff.
- Goal 3, Action 4 (Marketing Initiatives): We do not have any known marketing firm partnerships. Marketing Coordinator posts as requested by faculty and staff.
- Goal 3, Action 5 (Family Center): Planning to remodel an office, including incorporating the necessary technology, to establish a Welcome/Family Center in summer of 2025, using AntiBias grant funds.

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 are no material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

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

Efforts are made to include families in meetings and events, though some are poorly attended. One of our most successful family events is our Open House event for incoming families. Additionally, parents enjoy coming to events to celebrate student achievement, such as senior awards, graduation, and a variety of shows and concerts. Marketing coordinator makes frequent posts, using items that have been requested and sent. Additional duties for the Marketing Coordinator have been assigned in an effort to increase enrollment and better support schoolwide programs and activities. Despite marketing efforts, enrollment is projected to decline.

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

Goal 3, including metrics and target outcomes remain the same. Adjustments to actions are as described above.

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

#### **Actions**

Action #	Title	Description	Total Funds	Contributing
1	Collaboration with Parent	Collaboration with parents through:	\$50,000.00	Yes

	Groups & all ECR Families	El Camino Real Charter High School - Regular Board meeting - Agenda - Monday June 30, 2025 at 5:30 PM Host more family night events and collaborative opportunities to meet and have dialogue with administrators, teacher leaders/teachers/counselors, and staff to share pertinent information and build school - home relationships.  Parents are invited/asked to join School Site Council, LCAP, PAC and other meetings throughout the year to provide input  A variety of parent groups, like RISE, Padres Latinos, and Royal Families, which meet monthly Provide informational videos and content (including potential costs, dates, expectations, timelines) to parents at the beginning of the year during Welcome Week, on the ECR website, in newsletters regarding Activities and Events as well as Graduation for transparency		
2	Attendance Notifications	Easy access to attendance updates through: Text messaging, weekly newsletter, phone calls, social media updates, and other types of communication for parents and staff Creating a system for notifying parents and guardians of chronic absenteeism Streamlined attendance notifications and protocols for absenteeism Creating an automated notification system that sends an email and text message to parents when a student has missed 5 days of school (full or partial days)	\$28,188.00	Yes
3	Home-School Communication	Increase home-school communication by: Contracting with Aeries for a student information system and Canvas for a learning management system Increase parent/guardian engagement and education on Canvas/Canvas app and Aeries/Aeries app by making this part of enrollment/ orientation Create video tutorials on how to sign up and navigate Aeries and Canvas and post on the school website	\$80,442.00	Yes
4	Marketing Initiatives	Fund a Marketing Coordinator to maintain: Marketing firm partnerships, social media campaigns, search engine optimization, weekly newsletter, website, and print media	\$289,875.00	No
5	Create a Welcome/Family Center	Create a dedicated space to welcome visitors and families to ECR including incorporating the necessary technology for its success with the objectives of: Create a safe and welcoming space for visitors/families to get information and provide input Learn how to join parent groups, gather resources, make connections, and get involved in their student's education Get support in joining or navigating Aeries and/or Canvas or make appointments with school personnel Purchase ECR apparel and other items Teach students entrepreneurial skills	\$0.00	No

#### Goal

Goal #	Description	Type of Goal
	Provide a safe, inclusive, and equitable learning environment to meet the social-emotional, mental health, and physical needs of all students through multi-tiered systems of support, targeted efforts to support vulnerable student populations, and sufficient, optimal equipment.	Broad Goal

#### State priorities addressed by this goal.

1, 5, 6

#### An explanation of why the LEA has developed this goal.

Fostering a positive school climate where every student feels valued and supported is vital to student learning. Research suggests that schools with inclusive and equitable learning environments experience higher levels of student engagement, improved attendance rates, and decreased disciplinary incidents, ultimately leading to a more positive overall school culture.

# **Measuring and Reporting Results**

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1	Attendance Rate	SY 22-23: 92.87%	SY 23-24: 92.86%		95%	+2.13%
2	Chronic Absenteeism Rate	SY 22-23: 21.7%	SY 23-24: 22.0%		15%	-5%
3	% of students with tardiness to periods 2-6	SY 22-23: Period 2: 45% Period 3: 44.4% Period 4: 36.8% Period 5: 40.6% Period 6: 30.1%	SY 23-24: Period 2:45% Period 3: 39% Period 4: 30% Period 5: 32% Period 6: 25%		Period 2: 15% Period 3: 15% Period 4: 10% Period 5: 15% Period 6: 10%	Period 2: -25% Period 3: -29.4% Period 4: -21.8% Period 5: -25.6% Period 6: -15.1%
4	Dropout Rate	SY 22-23: 4.6%	SY 23-24: 3.4%		5% or less	Maintain
5	Expulsion Rate	SY 22-23: 0%	SY 23-24: 0%		0%	Maintain
6	Suspension Rate	SY 22-23: 1.7%	SY 23-24: 1.2%		1% or Below	7%

		El Camino Re	eal Charter High School - Regular E	Board meeting - Agenda - Monday	June 30, 2025 at 5:30 PM	
7	Score on the Facilities Inspection Tool (FIT)	January 2024 Overall Score: Exemplary	January 24-25 Overall Score: Exemplary		Exemplary	Maintain
8	% of School Employees who Complete Required Compliance Training by Due	SY 23-24: 100%	SY 24-25: 100%		100%	Maintain

### Goal Analysis for 2024-2025

Date

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

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

The following adjustments were made to actions within goal 4:

Goal 4, Action 1 (Maintain 4 school-based therapists): SY 23-24 ECR had 4 therapists; SY 24-25 ECR had 3 therapists; SY 25-26 ECR is planning to have one (1) therapist due to loss of both federal and state funds. Though there is a concern with the cuts to therapists and counselors, the therapist will continue collaborating with the counseling department and efforts will be made to maintain groups, PD, the Wellness Center, and classroom lessons to support student mental health and wellness.

Goal 4, Action 2 (Onboard and maintain a pupil services and attendance (PSA) counselor): A PSA counselor was not hired after funding sought through a state grant was not awarded. Due to budget constraints, the position will not be added. All school personnel contribute to supporting student attendance by maintaining a positive school climate, monitoring student attendance, and communicating with students and families regarding needs.

Goal 4, Action 3 (Maintain clean and safe facilities that are in good repair and well serviced): Actions were maintained as described. ECR has an ample security team, custodial staff, and continues to have a school police officer. ECR continues compliance training and PDs to ensure the safety and well being of the ECR community.

Goal 4, Action 4 (Continue to provide full-time school nurse, athletic trainer, and LVN): The school nurse retired in August of 2023 and a replacement was immediately hired but left in February 2024. Though the position remains open, is it unfilled. The retired school nurse supports 2-3 days per week to support the LVN.

Goal 4, Action 4 (Implement multi-tiered systems of support): Actions were maintained as described. A PBIS coordinator was added in SY 24-25, allowing for more consistent communication and clearer explanation of expectations. The PBIS team attends four yearly trainings with LACOE, following a train-the-trainer model, through which they develop PD to deliver at the school. ECR maintained two deans, who are an integral part of the PBIS team. The Wellness Center is well maintained and full of items for student use. ECR is proud to provide students TAP cards, removing potential transportation barriers. Additionally, the Shoup Campus is a valued resource for students who need an independent study option.

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 are no material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

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

The school's collaborative effort and focus on MTSS has contributed to a decrease in student tardy behavior. Additionally, dropout rate, expulsion rate, and suspension rate remain low. However, there has not yet been a positive increase in student attendance rate nor has there been a decrease in chronic absenteeism. Through PD, clarity was given on systems of referral and support was provided through scenarios and discussion. Many educators engage in a variety of tier one intervention and PBIS strategies (i.e., threshold, 5:1, re-do, praise, reinforcement) to support their students. Our school-wide reinforcement system, Royal Rewards, was introduced this year, and students can earn rewards for engaging and improving in our school-wide behavior expectations. A campus beautification initiative, Camino Cares, was also implemented; this initiative takes place during lunch and is led each week by a different team or club and the advisor to help clean the lunch area.

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

Goal 4, including metrics and target outcomes remain the same. Adjustments to actions are as described above.

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

#### **Actions**

Action #	Title	Description	Total Funds	Contributing
1	Maintain one school-based therapists	The School-based therapist(s) support the mental health and well-being of all students by: Providing individual and group counseling to students Offering professional development to staff Managing the Wellness Center and Peer Counselor Program Providing classroom lessons on issues that impact mental health	\$95,000.00	No
2	Maintain clean and safe facilities that are in good repair and well serviced	Ensure clean, safe facilities that are in good repair by: Adequate staffing of clerical staff to maintain and run all offices Ordering new functional classroom furniture and materials to support all student learning Providing active and effective supervision of all students throughout the school day with sufficient staffing of a security team All employees completing compliance trainings for best practices of safe schools, including childhood sexual assault prevention, making schools safe and inclusive for LGBTQ+ students, mandated reporter for child abuse and neglect, sexual harassment prevention, youth suicide awareness, prevention, and postvention, students experienceing homelessness awareness and understanding, and bloodborne pathogen exposure prevention Professional development and trainings on lockdown and active shooter procedures Maintain clean and safe facilities to support student safety and positive behavior by adequately staffing security officers, and custodial staff, and partnering with LAUSD Police Department to maintain a school police officer	\$8,762,087.00	No
3	Continue to provide full-time school nurse, athletic	Continue to provide full-time school nurse, athletic trainer, and LVN to attend to physical health needs of students including:	\$339,818.00	No

	trainer, and LVN	El Camino Real Charter High School - Regular Board meeting - Agenda - Monday June 30, 2025 at 5:30 PM Administration of physician approved medications Providing first aid and emergency care to students who become injured or ill during school hours Providing health education to students on a variety of topics such as hygiene, nutrition, exercise, etc. Referrals for glasses, hearing and other health needs Maintaining accurate and confidential health records of students		
4	Implement multi-tiered systems of support	Continue implementation of MTSS, including implementing PBIS, by: Staffing a PBIS coordinator Financing a contract for PBIS trainings (e.g, LACOE or another organization) Special Ed student support Providing coverage for the PBIS team for training days and compensation for monthly after school and summer meetings Providing field trips, speakers, and outreach activities, including transportation, to increase student engagement Providing Incentives for PBIS program to promote positive student behavior Creating and maintaining a summer transition program for incoming 9th grade students to help with early identification of academic and social-emotional needs to provide appropriate intervention (repeated expenditure) Supporting the Wellness Center by purchasing items to create a safe, calming, and inclusive space Supporting the Wellness Center by purchasing items for student use (i.e., games, art supplies, fidgets, sand trays, etc.) Staffing at least two school deans (certificated staff) to support positive student behavior Continued development of systems for behavior, support, and intervention Partnering with Metro to provide a TAP card that will be free of charge to each student Funding the Shoup Campus, for students who need an alternative form of education through independent study Adequately fund the cafeteria, food program, and cafeteria staff to promote good nutrition and improve health and learning Build a partnership with WVOC to help inform students of career pathways and opportunities for those who need alternative methods of meeting requirements Use Thriverly to capture ninth grade data for PBIS	\$6,219,960.00	Yes

# Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students for 2025-2026

Total Projected LCFF Supplemental and/or Concentration Grants	Projected Additional 15 percent LCFF Concentration Grant
\$2,525,587.00	

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

Projected Percentage to Increase or Improve Services for the Coming School Year	LCFF Carryover — Percentage		Total Percentage to Increase or Improve Services for the Coming School Year
7.17%	0.00%	\$0.00	7.17%

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

#### **Required Descriptions**

#### **LEA-wide and Schoolwide Actions**

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

Goal and Action #(s)	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
Goal 1;Action 1	Unduplicated Students often need targeted intervention and support due to a variety of life circumstances, barriers, and a lack of resources.	Providing tailored support to unduplicated students, including Study Skills classes with in-class tutoring, after school tutoring for academic content areas, teacher's assistants and paraprofessionals, staffing an intervention team, staffing an unhoused and foster student liaison, and providing out-of-classroom support for students with disabilities to assess for learning needs to assist with IEPs and case management including school psychologists and special education coordinators, will ensure that all students have access to the help and support they need for academic success.	% Students Scoring Met or Exceeded on Math SBAC (all and subgroups) % Students Scoring Met or Exceeded on ELA SBAC all and subgroups) A-G completion rate (all and subgroups) % of students who graduate with a 2.0 or above (all and subgroups)

Goal 1: Action	Students can benefit from teachers evaluating	ligh School - Regular Board meeting - Agenda - Monday June 30, 2025 at 5:30 Diagnostic tools, such as NWEA, are helpful to our	% Students Scoring Met or Exceeded on Math
4	data from MAP and CASSP to review how unduplicated students are progressing academically. This data can help with class placement and intervention for these students.	unduplicated students to monitor their academic progress.  This can be accomplished by purchasing assessment and testing contracts, staffing a testing coordinator, and offering professional development to educators on administering exams, analyzing data, and differentiating instruction.	SBAC % Students Scoring Met or Exceeded on ELA SBAC
Goal 2; Action 2	Targeted interventions are designed with unduplicated students in mind but can benefit other students as well. Unduplicated students may need more support due to unstable situations, language barriers, or unfamiliarity with requirements.	Supports that may be especially helpful to our unduplicated students to increase A-G completion and AP pass rate are access to intervention counselors, tutoring, paraprofessionals, and study skill classes.	A-G Completion Rate % of students enrolled in AP classes AP pass rate: % of students who score a 3 or better on AP exam
Goal 2; Action 3	Provide Professional Development for our teachers to provide tools and resources to support our unduplicated students. Teachers can implement learned strategies with their ELL students in the classroom.	Professional Development specifically targeted to impact our, Foster, Unduplicated and EL students will help these students by providing teachers with strategies they can use to teach lessons geared towards the population. Specific strategies include but are not limited to evidence based research describing the diverse learning needs of students.	Number of Professional Development Trainings for teachers focused on closing the achievement gap
Goal 2; Action 4	Unduplicated students need a variety of counseling services to achieve college and career readiness. These students may face a variety of challenges outside of school or lack certain resources.	School counselors are necessary for all students but keep vulnerable populations at the forefront of their minds when planning interventions or providing services. For example, there are extended hours offered and groups tailored to specific student populations. Counselors meet one-on-one with each student to review individualized graduation plans and to discuss post-secondary plans. These meetings allow counselors to ensure equitable enrollment in honors, AP, and CTE pathways pathways.	A-G Completion Rate % of students enrolled in AP classes AP pass rate: % of students who score a 3 or better on AP exam
Goal 2; Action 5	Targeting College and Career Counseling for our unduplicated students helps our students	Unduplicated students benefit from college and career counseling in order to gain more knowledge and resources surrounding the college application process. Through workshops and, evening events and one on one counseling Students can learn more about options after high school.	% prepared college and career indicator based on CA dashboard
Goal 2; Action 7	ECR Summer School programs can provide students opportunities to make up classes, and be A-G ready.	Summer school offers opportunities for both credit recovery and enrichment. Our summer schedule offers remedial classes through which students can make up "D" and "F" grades. Enrichment is offered to provide space in Fall schedules for more rigorous coursework. In addition to credit recovery and enrichment, our summer school hosts a transitional and bridge program for all incoming freshmen. The transitional program provides 9th graders with assessment, assistance, intervention, and enrichment in ELA and Math, as well as acclimates them to the high school environment and school expectations (new in summer 2024) The summer Bridge program offers support in ELA and Math, as well as AP Bridge classes.	A-G completion rate (all and subgroups)

provide a safe and welcoming school

environment.

#### **Limited Actions**

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

Goal and Action #(s)	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness		
Goal 1;Action 1	Targeted interventions are needed for unhoused and foster youth, as they typically have less resources and support.	Unhoused and foster youth students are provided with a foster and unhoused youth coordinator to provide academic and wellness monitoring.	Graduation Rate		
Goal 1; Action 2	Student achievement data reflects a need to provide additional support for our EL population to provide instructional support and interventions. EL students may not only struggle with the language and various life circumstances, but may lack support at home, as family members may also struggle to provide assistance due to the language barrier.	EL students are provided with an EL coordinator who manages testing, reclassification, programming, and interventions for our EL population.	Reclassification Rate % Students Scoring Met or Exceeded on ELA SBAC % Students Scoring Met or Exceeded on Math SBAC		
Goal 1; Action 3	Unduplicated students have various learning needs that require tailored and differentiated instruction.	Specific professional development will be geared towards instructional strategies designed to support EL students.	Reclassification Rate % Students Scoring Met or Exceeded on ELA SBAC % Students Scoring Met or Exceeded on Math SBAC		

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

#### **Additional Concentration Grant Funding**

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

El Camino Real Charter High School - Regular Board meeting - Agenda - Monday June 30, 2025 at 5:30 PM

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		
Staff-to-student ratio of certificated staff providing direct services to students		

# **Action Tables**

# **2025-2026 Total Planned Expenditures Table**

LCAP Year (Input)	Projected LCFF Base Grant (Input Dollar Amount)	2. Projected LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Input Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)
2025-2026	\$35,203,494.00	\$2,525,587.00	7.17%	0.00%	7.17%

Totals:	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals:	\$35,047,130.00	\$7,513,777.00	\$0.00	\$1,239,031.00	\$43,799,938.00	\$31,525,445.00	\$12,274,493.00

Goal #	Action #	Action Title	Group(s)	Contributing to Increased or Improved Services?		Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non- personnel		Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
1		Implement Targeted Intervention	All	Yes	LEA- wide	English learner (EL), Foster Youth, Low Income	All Schools		\$196,520	\$0	\$0	\$0	\$0	\$196,520	\$196,520	0.00%
1	2	Targeted Intervention for EL Population	English learner (EL)	Yes	LEA- wide	English learner (EL)	All Schools		\$67,480	\$10,000	\$0	\$0	\$0	\$77,480	\$77,480	0.00%
1	3	Professional Development	All	Yes	Limited	English learner (EL)	All Schools		\$108,003	\$0	\$41,621	\$0	\$0	\$66,382	\$108,003	0.00%
1		Data-Driven Instruction and Intervention	All	Yes	LEA- wide	Low Income, English learner (EL), Foster Youth	All Schools		\$0	\$528,671	\$50,000	\$478,671	\$0	\$0	\$528,671	0.00%
1	5	Highly Qualified Teachers	All	No	7				\$23,473,790	\$0	\$20,151,575	\$2,639,948	\$0	\$682,267	\$23,473,790	0.00%
1	6	Administrative Team	All	No					\$1,359,022	\$0	\$1,149,022	\$210,000	\$0	\$0	\$1,359,022	0.00%
2	1	Expand CTE Pathways	All	No	7				\$0	\$234,474	\$0	\$234,474	\$0	\$0	\$234,474	0.00%
2		Support A-G Completion and AP Test Pass Rate	All	Yes	LEA- wide	English learner (EL), Foster Youth, Low Income	All Schools		\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
2	3	Professional Development	All	Yes	LEA- wide	English learner (EL), Foster Youth, Low Income	All Schools		\$108,003	\$0	\$41,621	\$0	\$0	\$66,382	\$108,003	0.00%

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2	4	Academic Counseling	All	Yes	LEA-	English learner (EL), Foster Youth, Low Income	All		\$1,070,996	\$0	\$1,070,996	\$0	\$0	\$0	\$1,070,996	0.00%
2	5	College and Career Counseling	All	Yes	LEA- wide	English learner (EL), Foster Youth, Low Income	All Schools		\$300,564	\$0	\$300,564	\$0	\$0	\$0	\$300,564	0.00%
2	6	College and Career Readiness Program	All	No					\$0	\$34,151	\$34,151	\$0	\$0	\$0	\$34,151	0.00%
2	7	Summer School and Credit Recovery	All	Yes	LEA- wide	English learner (EL), Foster Youth, Low Income	All Schools		\$0	\$292,894	\$0	\$292,894	\$0	\$0	\$292,894	0.00%
2	8	College Visits and Workshops		No					\$0	\$150,000	\$0	\$0	\$0	\$150,000	\$150,000	0.00%
3	1	Collaboration with Parent Groups & all ECR Families	All	Yes	LEA- wide	English learner (EL), Foster Youth, Low Income	All Schools		\$0	\$50,000	\$50,000	\$0	\$0	\$0	\$50,000	0.00%
3	2	Attendance Notifications	All	Yes	LEA- wide	English learner (EL), Foster Youth, Low Income	All Schools		\$0	\$28,188	\$28,188	\$0	\$0	\$0	\$28,188	0.00%
3	3	Home-School Communication	All	Yes	LEA- wide	English learner (EL), Foster Youth, Low Income	All Schools		\$0	\$80,442	\$80,442	\$0	\$0	\$0	\$80,442	0.00%
3	4	Marketing Initiatives		No					\$124,875	\$165,000	\$289,875	\$0	\$0	\$0	\$289,875	0.00%
3	5	Create a Welcome/Family Center	All	No					\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
4	1	Maintain one school-based therapists	All	No					\$0	\$95,000	\$0	\$95,000	\$0	\$0	\$95,000	0.00%
4	2	Maintain clean and safe facilities that are in good repair and well serviced	All	No					\$3,569,000	\$5,193,087	\$8,762,087	\$0	\$0	\$0	\$8,762,087	0.00%
4	3	Continue to provide full-time school nurse, athletic trainer, and LVN	All	No					\$339,818	\$0	\$339,818	\$0	\$0	\$0	\$339,818	0.00%
4	4	Implement multi-tiered systems of support	All	Yes	LEA- wide	Low Income, Foster Youth, English learner (EL)	All Schools		\$807,374	\$5,412,586	\$2,657,170	\$3,562,790	\$0	\$0	\$6,219,960	0.00%

Limited Total: Schoolwide

Total:

\$0.00

# **2025-2026 Contributing Actions Table**

1. Projected LCFF Base Grant	2. Projected LCFF Supplemental and/or Concentration Grants	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)		Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)	4.Total Planned Contributing Expenditures (LCFF Funds)	5.Total Planned Percentage of Improved Services (%)	Planned Percentage to Increase or Improve Services for the Coming School Year (4 divided by 1, plus 5)		Total LCFF Funds
\$35,203,494.00	\$2,525,587.00	7.17%	0.00% - No Carryover	7.17%	\$4,320,602.00	0.00%	12.27%	Total:	\$4,320,602.00
								<b>LEA-wide Total:</b>	\$4,278,981.00
								<b>Limited Total:</b>	\$41,621.00

Goal #	Action #	Action Title	Contributing	El Camino Scope	Real Charter High School - Regular Board me Unduplicated Student Group(s)	eting - Agenda - Monday <b>Location</b>	June 30, 2025 at 5:30   Planned	Planned
			to Increased or Improved Services?				Expenditures for Contributing Actions(LCFF Funds)	Percentage of Improved Services (%)
1	1	Implement Targeted Intervention	Yes	LEA-wide	English learner (EL), Foster Youth, Low Income	All Schools	\$0.00	0.00%
1	2	Targeted Intervention for EL Population	Yes	LEA-wide	English learner (EL)	All Schools	\$0.00	0.00%
1	3	Professional Development	Yes	Limited	English learner (EL)	All Schools	\$41,621.00	0.00%
1	4	Data-Driven Instruction and Intervention	Yes	LEA-wide	Low Income, English learner (EL), Foster Youth	All Schools	\$50,000.00	0.00%
2	2	Support A-G Completion and AP Test Pass Rate	Yes	LEA-wide	English learner (EL), Foster Youth, Low Income	All Schools	\$0.00	0.00%
2	3	Professional Development	Yes	LEA-wide	English learner (EL), Foster Youth, Low Income	All Schools	\$41,621.00	0.00%
2	4	Academic Counseling	Yes	LEA-wide	English learner (EL), Foster Youth, Low Income	All Schools	\$1,070,996.00	0.00%
2	5	College and Career Counseling	Yes	LEA-wide	English learner (EL), Foster Youth, Low Income	All Schools	\$300,564.00	0.00%
2	7	Summer School and Credit Recovery	Yes	LEA-wide	English learner (EL), Foster Youth, Low Income	All Schools	\$0.00	0.00%
3	1	Collaboration with Parent Groups & all ECR Families	Yes	LEA-wide	English learner (EL), Foster Youth, Low Income	All Schools	\$50,000.00	0.00%
3	2	Attendance Notifications	Yes	LEA-wide	English learner (EL), Foster Youth, Low Income	All Schools	\$28,188.00	0.00%
3	3	Home-School Communication	Yes	LEA-wide	English learner (EL), Foster Youth, Low Income	All Schools	\$80,442.00	0.00%
4	4	Implement multi-tiered systems of support	Yes	LEA-wide	Low Income, Foster Youth, English learner (EL)	All Schools	\$2,657,170.00	0.00%

# 2024-2025 Annual Update Table

	-	
Totals:	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Actual Expenditures (Total Funds)
Totals:	\$37,901,222.00	\$36,887,784.00

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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 Implement Targeted Intervention		\$260,000.00	\$521,886.00	
1	2	Targeted Intervention for EL Population (repeated expenditure, Goal 1, Action 1)	Yes	\$0.00	\$0.00	
1	3	Professional Development	Yes	\$206,000.00	\$199,469.00	
1	4	Data-Driven Instruction and Intervention	Yes	\$958,742.00	\$1,029,325.00	
1	5	Highly Qualified Teachers	No	\$16,774,592.00	\$18,349,403.00	
1	6	Administrative Team	No	\$832,178.00	\$1,179,086.00	
2	1	Expand CTE Pathways	No	\$230,298.00	\$221,962.00	
2	2	Support A-G Completion and AP Test Pass Rate	Yes	\$500,000.00	\$550,000.00	
2	3	Professional Development (repeated expenditure, Goal 1, Action 3)	Yes	\$0.00	\$0.00	
2	4	Academic Counseling	Yes	\$1,321,117.00	\$1,448,394.00	
2	5	College and Career Counseling	Yes	\$384,000.00	\$418,386.00	
2	6	College and Career Readiness Program	No	\$34,000.00	\$34,000.00	
2	7	Summer School and Credit Recovery	Yes	\$500,000.00	\$523,011.00	
3	1	Collaboration with Parent Groups & all ECR Families	Yes	\$50,000.00	\$42,058.00	
3	2	Attendance Notifications	Yes	\$27,235.00	\$27,235.00	
3	3	Home-School Communication	Yes	\$61,662.00	\$61,662.00	
3	4	Marketing Initiatives	No	\$334,587.00	\$208,524.00	
3	5	Family Center	No	\$0.00	\$0.00	
4	1	Maintain four school-based therapists	No	\$380,000.00	\$313,500.00	
4	2	Onboard and maintain a pupil services and attendance (PSA) counselor	Yes	\$105,375.00	\$0.00	
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4	3	Maintain clean and safe facilities that are in good repair and well serviced	No	\$8,924,723.00	\$5,746,781.00				
4	4	Continue to provide full-time school nurse, athletic trainer, and LVN	No	\$235,457.00	\$266,320.00				
4	5	Implement multi-tiered systems of support	Yes	\$5,781,256.00	\$5,746,782.00				

# **2024-2025 Contributing Actions Annual Update Table**

6.Estimated Actual LCFF Supplemental and/or Concentration Grants (Input Dollar Amount):	4.Total Planned Contributing Expenditures (LCFF Funds)	7.Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)	•	8.Total Estimated Actual Percentage of Improved Services(%)	Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)
\$2,245,770.00	\$4,144,643.00	\$4,063,473.00	\$81,170.00	0.00%	0.00%	0.00% - No Difference

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Last Year's Goal#	Last Year's Action#	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions(Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services(Input Percentage)
1	1	Implement Targeted Intervention	Yes	\$0.00	\$0.00	0.00%	0.00%
1	2	Targeted Intervention for EL Population (repeated expenditure, Goal 1, Action 1)	Yes	\$0.00	\$0.00	0.00%	0.00%
1	3	Professional Development	Yes	\$0.00	\$0.00	0.00%	0.00%
1	4	Data-Driven Instruction and Intervention	Yes	\$853,742.00	\$0.00	0.00%	0.00%
2	2	Support A-G Completion and AP Test Pass Rate	Yes	\$0.00	\$0.00	0.00%	0.00%
2	3	Professional Development (repeated expenditure, Goal 1, Action 3)	Yes	\$0.00	\$0.00	0.00%	0.00%
2	4	Academic Counseling	Yes	\$1,281,117.00	\$1,448,294.00	0.00%	0.00%
2	5	College and Career Counseling	Yes	\$380,000.00	\$418,386.00	0.00%	0.00%
2	7	Summer School and Credit Recovery	Yes	\$500,000.00	\$0.00	0.00%	0.00%
3	1	Collaboration with Parent Groups & all ECR Families	Yes	\$50,000.00	\$42,058.00	0.00%	0.00%
3	2	Attendance Notifications	Yes	\$27,235.00	\$27,235.00	0.00%	0.00%
3	3	Home-School Communication	Yes	\$0.00	\$0.00	0.00%	0.00%
4	2	Onboard and maintain a pupil services and attendance (PSA) counselor	Yes	\$0.00	\$0.00	0.00%	0.00%
4	5	Implement multi-tiered systems of support	Yes	\$1,052,549.00	\$2,127,500.00	0.00%	0.00%

# **2024-2025 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 %)	Actual Expenditures for Contributing	Actual Percentage	12. LCFF Carryover – Dollar Amount (Subtract 11 from 10 and multiply by 9)	13. LCFF Carryover – Percentage (12 divided by 9)
\$4,063,473.00	\$2,245,770.00	0.00%	55.27%	\$4,063,473.00	0.00%	\$0.00 - No Carryover	0.00% - No Carryover

## **Local Control and Accountability Plan Instructions**

**Plan Summary** 

**Engaging Educational Partners** 

**Goals and Actions** 

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

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

#### Introduction and Instructions

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

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

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

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

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

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

The revised LCAP template for the 2024–25, 2025–26, and 2026–27 school years reflects statutory changes made through Senate Bill 114 (Committee on Budget and Fiscal Review), Chapter 48, Statutes of 2023 and Senate Bill 153, Chapter 38, Statues of 2024.

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

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

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

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

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

### **Plan Summary**

### **Purpose**

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

#### Requirements and Instructions

#### **General Information**

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

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

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

#### **Reflections: Annual Performance**

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

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

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

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

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

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

EC Section 52064.4 requires that an LEA that has unexpended Learning Recovery Emergency Block Grant (LREBG) funds must include one or more actions funded with LREBG funds within the 2025-26, 2026-27 and 2027-28 LCAPs, as applicable to the LEA. To implement the requirements of EC Section 52064.4, all LEAs must do the following:

- For the 2025–26, 2026–27, and 2027–28 LCAP years, identify whether or not the LEA has unexpended LREBG funds for the applicable LCAP year.
  - o If the LEA has unexpended LREBG funds the LEA must provide the following:
    - The goal and action number for each action that will be funded, either in whole or in part, with LREBG funds; and
    - An explanation of the rationale for selecting each action funded with LREBG funds. This explanation must include:
      - An explanation of how the action is aligned with the allowable uses of funds identified in <u>EC Section 32526(c)(2)</u>;
      - An explanation of how the action is expected to address the area(s) of need of students and schools identified in the needs assessment required by <u>EC Section 32526(d)</u>.
        - o For information related to the allowable uses of funds and the required needs assessment, please see the Program Information tab on the <u>LREBG Program Information</u> web page.
      - Actions may be grouped together for purposes of these explanations.
      - The LEA may provide these explanations as part of the action description rather than as part of the Reflections: Annual Performance.
  - If the LEA does not have unexpended LREBG funds, the LEA is not required to conduct the needs assessment required by EC
     Section 32526(d), to provide the information identified above or to include actions funded with LREBG funds within the 2025-26, 2026-27 and 2027-28 LCAPs.

#### **Reflections: Technical Assistance**

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

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

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

#### **Comprehensive Support and Improvement**

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

#### Schools Identified

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

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

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

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

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

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

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

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

### **Engaging Educational Partners**

#### **Purpose**

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

This section is designed to reflect how the engagement of educational partners influenced the decisions reflected in the adopted LCAP. The goal is to allow educational partners that participated in the LCAP development process and the broader public to understand how the LEA

Local Control and Accountability Plan Instructions

engaged educational partners and the impact of that engagement. LEAs are encouraged to keep this goal in the forefront when completing this section.

#### Requirements

**School districts and COEs:** <u>EC Section 52060(g)</u> and <u>EC Section 52066(g)</u> specify the educational partners that must be consulted when developing the LCAP:

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

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

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

**Charter schools:** <u>EC Section 47606.5(d)</u> requires that the following educational partners be consulted with when developing the LCAP:

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

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

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

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

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

#### Instructions

Respond to the prompts as follows:

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

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

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

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

Complete the table as follows:

#### **Educational Partners**

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

#### **Process for Engagement**

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

A sufficient response to this prompt must include general information about the timeline of the process and meetings or other
engagement strategies with educational partners. A response may also include information about an LEA's philosophical approach to
engaging its educational partners.

• An LEA receiving Equity Multiplier funds must also include a summary of how it consulted with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

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

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

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

#### **Goals and Actions**

#### **Purpose**

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

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

#### Requirements and Instructions

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

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

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

#### Requirement to Address the LCFF State Priorities

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

Respond to the following prompts, as applicable:

#### Focus Goal(s)

#### Description

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

• An LEA develops a Focus Goal to address areas of need that may require or benefit from a more specific and data intensive approach.

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The Focus Goal can explicitly reference the metric(s) by which achievement of the goal will be measured and the time frame according to which the LEA expects to achieve the goal.

#### Type of Goal

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

State Priorities addressed by this goal.

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

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

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

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

#### Description

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

Focus goals for Equity Multiplier schoolsites must address the following:

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

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The common issues the schoolsites are experiencing in credentialing, subject matter preparation, and retention of the school's educators, if applicable.

#### Type of Goal

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

State Priorities addressed by this goal.

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

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

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

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

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

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

#### **Broad Goal**

#### Description

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

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

#### Type of Goal

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

State Priorities addressed by this goal.

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

An explanation of why the LEA has developed this goal.

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

#### **Maintenance of Progress Goal**

#### Description

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

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

#### Type of Goal

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

State Priorities addressed by this goal.

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

An explanation of why the LEA has developed this goal.

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

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

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

- LEAs must identify metrics for specific student groups, as appropriate, including expected outcomes that address and reduce disparities in outcomes between student groups.
- The metrics may be quantitative or qualitative; but at minimum, an LEA's LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year, as applicable to the type of LEA.
- To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant local indicator self-reflection tools within the Dashboard.
- Required metrics for LEA-wide actions: For each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.
  - These required metrics may be identified within the action description or the first prompt in the increased or improved services section, however the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.
- Required metrics for Equity Multiplier goals: For each Equity Multiplier goal, the LEA must identify:
  - The specific metrics for each identified student group at each specific schoolsite, as applicable, to measure the progress toward the goal, and/or
  - The specific metrics used to measure progress in meeting the goal related to credentialing, subject matter preparation, or educator retention at each specific schoolsite.
- Required metrics for actions supported by LREBG funds: To implement the requirements of EC Section 52064.4, LEAs with unexpended LREBG funds must include at least one metric to monitor the impact of each action funded with LREBG funds included in the goal.
  - The metrics being used to monitor the impact of each action funded with LREBG funds are not required to be new metrics; they
    may be metrics that are already being used to measure progress towards goals and actions included in the LCAP.

#### Complete the table as follows:

#### Metric #

Enter the metric number.

#### Metric

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

#### Baseline

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

#### Year 1 Outcome

• When completing the LCAP for 2025–26, enter the most recent data available. Indicate the school year to which the data applies.

Note for Charter Schools: Charter schools developing a one-year LCAP may provide the Year 1 Outcome when completing the LCAP for both 2025–26 and 2026–27 or may provide the Year 1 Outcome for 2025–26 and provide the Year 2 Outcome for 2026–27.

#### Year 2 Outcome

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

#### Target for Year 3 Outcome

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

#### Current Difference from Baseline

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

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

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

### **Goal Analysis:**

Enter the LCAP Year.

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

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

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

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

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

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

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

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

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

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

#### **Actions:**

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

#### Action #

Enter the action number.

#### Title

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

#### Description

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

#### **Total Funds**

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

#### Contributing

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

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

### **Required Actions**

#### For English Learners and Long-Term English Learners

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

#### For Technical Assistance

LEAs eligible for technical assistance pursuant to EC sections 47607.3, 52071, 52071.5, 52072, or 52072.5, must include specific actions within the LCAP related to its implementation of the work underway as part of technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance.

#### For Lowest Performing Dashboard Indicators

- LEAs that have Red Dashboard indicators for (1) a school within the LEA, (2) a student group within the LEA, and/or (3) a student group within any school within the LEA must include one or more specific actions within the LCAP:
  - The specific action(s) must be directed towards the identified student group(s) and/or school(s) and must address the identified state indicator(s) for which the student group or school received the lowest performance level on the 2023 Dashboard. Each

student group and/or school that receives the lowest performance level on the 2023 Dashboard must be addressed by one or more actions.

These required actions will be effective for the three-year LCAP cycle.

#### For LEAs With Unexpended LREBG Funds

- To implement the requirements of EC Section 52064.4, LEAs with unexpended LREBG funds must include one or more actions supported with LREBG funds within the 2025–26, 2026–27, and 2027–28 LCAPs, as applicable to the LEA. Actions funded with LREBG funds must remain in the LCAP until the LEA has expended the remainder of its LREBG funds, after which time the actions may be removed from the LCAP.
  - O Prior to identifying the actions included in the LCAP the LEA is required to conduct a needs assessment pursuant to <u>EC Section 32526(d)</u>. For information related to the required needs assessment please see the Program Information tab on the <u>LREBG Program Information</u> web page. Additional information about the needs assessment and evidence-based resources for the LREBG may be found on the <u>California Statewide System of Support LREBG Resources</u> web page. The required LREBG needs assessment may be part of the LEAs regular needs assessment for the LCAP if it meets the requirements of <u>EC</u> Section 32526(d).
  - School districts receiving technical assistance and COEs providing technical assistance are encouraged to use the technical
    assistance process to support the school district in conducting the required needs assessment, the selection of actions funded by
    the LREBG and/or the evaluation of implementation of the actions required as part of the LCAP annual update process.
  - As a reminder, LREBG funds must be used to implement one or more of the purposes articulated in <u>EC Section 32526(c)(2)</u>.
  - LEAs with unexpended LREBG funds must include one or more actions supported by LREBG funds within the LCAP. For each
    action supported by LREBG funding the action description must:
    - Identify the action as an LREBG action;
    - Include an explanation of how research supports the selected action;
    - Identify the metric(s) being used to monitor the impact of the action; and
    - Identify the amount of LREBG funds being used to support the action.

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

# **Purpose**

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

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

#### **Statutory Requirements**

An LEA is required to demonstrate in its LCAP how it is increasing or improving services for its students who are foster youth, English learners, and/or low-income, collectively referred to as unduplicated students, as compared to the services provided to all students in proportion to the increase in funding it receives based on the number and concentration of unduplicated students in the LEA (*EC* Section 42238.07[a][1], *EC* Section 52064[b][8][B]; 5 *CCR* Section 15496[a]). This proportionality percentage is also known as the "minimum proportionality percentage" or "MPP." The manner in which an LEA demonstrates it is meeting its MPP is two-fold: (1) through the expenditure of LCFF funds or through the identification of a Planned Percentage of Improved Services as documented in the Contributing Actions Table, and (2) through the explanations provided in the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.

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

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

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

#### **LEA-wide and Schoolwide Actions**

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

• Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient.

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Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increased or improved services standard because enrolling students is not the same as serving students.

## For School Districts Only

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

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

# Requirements and Instructions

Complete the tables as follows:

#### Total Projected LCFF Supplemental and/or Concentration Grants

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

#### Projected Additional 15 percent LCFF Concentration Grant

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

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

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

#### LCFF Carryover — Percentage

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

#### LCFF Carryover — Dollar

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

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

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

#### Required Descriptions:

#### **LEA-wide and Schoolwide Actions**

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

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

Complete the table as follows:

#### Identified Need(s)

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

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

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

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

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

# Metric(s) to Monitor Effectiveness

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

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

#### **Limited Actions**

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

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

Complete the table as follows:

#### Identified Need(s)

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

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

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

#### **Metric(s) to Monitor Effectiveness**

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

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

- For each action with an identified Planned Percentage of Improved Services, identify the goal and action number and describe the methodology that was used.
- When identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

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

#### **Additional Concentration Grant Funding**

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

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

Provide the following descriptions, as applicable to the LEA:

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

Complete the table as follows:

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

## **Action Tables**

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

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

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

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

# Total Planned Expenditures Table

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

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

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

- 2. Projected LCFF Supplemental and/or Concentration Grants: Provide the total amount of LCFF supplemental and concentration grants estimated on the basis of the number and concentration of unduplicated students for the coming school year.
- 3. Projected Percentage to Increase or Improve Services for the Coming School Year: This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5 CCR Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.
- LCFF Carryover Percentage: Specify the LCFF Carryover Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).
- Total Percentage to Increase or Improve Services for the Coming School Year: This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover Percentage. This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming LCAP year.
- Goal #: Enter the LCAP Goal number for the action.
- Action #: Enter the action's number as indicated in the LCAP Goal.
- Action Title: Provide a title of the action.
- **Student Group(s)**: Indicate the student group or groups who will be the primary beneficiary of the action by entering "All," or by entering a specific student group or groups.

- Contributing to Increased or Improved Services?: Type "Yes" if the action is included as contributing to meeting the increased or improved services requirement; OR, type "No" if the action is not included as contributing to meeting the increased or improved services requirement.
- If "Yes" is entered into the Contributing column, then complete the following columns:
  - **Scope**: The scope of an action may be LEA-wide (i.e., districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.
  - Unduplicated Student Group(s): Regardless of scope, contributing actions serve one or more unduplicated student groups.
     Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.
  - Location: Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate "All Schools." If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter "Specific Schools" or "Specific Grade Spans." Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades transitional kindergarten through grade five), as appropriate.
- **Time Span**: Enter "ongoing" if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter "1 Year," or "2 Years," or "6 Months."
- **Total Personnel**: Enter the total amount of personnel expenditures utilized to implement this action.
- **Total Non-Personnel**: This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.
- LCFF Funds: Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA's total LCFF target (i.e., base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).
  - Note: For an action to contribute towards meeting the increased or improved services requirement, it must include some measure of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.
- Other State Funds: Enter the total amount of Other State Funds utilized to implement this action, if any.
  - Note: Equity Multiplier funds must be included in the "Other State Funds" category, not in the "LCFF Funds" category. As a
    reminder, Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for
    purposes of the LCFF, the ELO-P, the LCRS, and/or the CCSPP. This means that Equity Multiplier funds must not be used to

replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LEA's LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.

- Local Funds: Enter the total amount of Local Funds utilized to implement this action, if any.
- Federal Funds: Enter the total amount of Federal Funds utilized to implement this action, if any.
- Total Funds: This amount is automatically calculated based on amounts entered in the previous four columns.
- **Planned Percentage of Improved Services**: For any action identified as contributing, being provided on a Limited basis to unduplicated students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learners, and/or low-income students.
  - As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

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

# Contributing Actions Table

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

# Annual Update Table

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

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

# Contributing Actions Annual Update Table

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

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

# LCFF Carryover Table

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

#### Calculations in the Action Tables

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

#### **Contributing Actions Table**

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

This amount is the Total Estimated Actual Expenditures for Contributing Actions (7) subtracted from the Total Planned Contributing Expenditures (4).

#### • 5. Total Planned Percentage of Improved Services (%)

This amount is the total of the Planned Percentage of Improved Services column.

#### • 8. Total Estimated Actual Percentage of Improved Services (%)

This amount is the total of the Estimated Actual Percentage of Improved Services column.

#### • Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)

 This amount is the Total Planned Percentage of Improved Services (5) subtracted from the Total Estimated Actual Percentage of Improved Services (8).

### **LCFF Carryover Table**

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

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

#### • 13. LCFF Carryover — Percentage (12 divided by 9)

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

# Coversheet

# Discussion and Vote on 2025-2026 Edlogical Contract

Section: V. School Business

Item: D. Discussion and Vote on 2025-2026 Edlogical Contract

Purpose: Vote

Submitted by:

Related Material: 2025-2026 EdLogical-ECR Master Agreement 6.25 (final).pdf

2025-2026 Special Education Service Quotes 6.25.pdf





# 2025 - 2026

# **MASTER AGREEMENT**

# El Camino Real Alliance dba El Camino Real Charter High School

&

**EdLogical Group Corp** 

Copyright 2025-2026 EdLogical Group Corp 9255 E. Stockton Blvd. Suite 224, Elk Grove, CA 95624

# **EdLogical Group Corp** ("Company") **TERMS OF MASTER CONTRACT**

This Agreement made on this April 30, 2025, Between Customer and Company (hereinafter the "Agreement")

BETWEEN: El Camino Real Alliance Charter, 5440 Valley Circle Blvd Woodland Hills CA 91367 (hereinafter the "Customers")

AND:

EdLogical Group Corp. 9255 E. Stockton Blvd. Suite 224, Elk Grove, CA 95624 (hereinafter the "Company"),

**WHEREAS**: Company EdLogical Group Corp to provide Special Education, Health Services and Non-Special Education to the under the terms and conditions of this Agreement and the Schedules as defined and Services Fees:

#### Appendix A

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, Customer and Company hereby agree as follows:

#### **ARTICLE I**

#### **TERMS & SERVICES**

Both Company and Customer agree that any and all services entered in to between Company and Customer will follow the service schedules detailed within this Agreement and within the Individual Service Agreements ("ISA") for each student. Additionally, both parties agree that the general terms of this Agreement will apply to the general relationship between each subsequent service pursuant to this Agreement undertaken by the parties, unless modified by the prior written consent of both parties. Additional services schedules (hereinafter the "Schedules") shall be developed and agreed to by the parties, in concordance with this Agreement. The terms of the Schedules shall control in the event of any conflict between this Agreement and subsequently developed Schedules.

As of the Effective Date of this Agreement (as set forth in Section 4.0 in this Agreement), Customer shall, under the terms and conditions of this Agreement and any additionally developed Schedules, cause Company to provide the services as defined in any Schedules (hereinafter the "Terms of Service").

# **2025-2026 RATE SHEET**

\*SEE EXHIBIT A

Additional Fees					
Administrative Tasks	Documentation, session prep,	1-30 minutes at .5			
	school/parent/guardian communications, SEIS/Welligent tasks, meeting invites,	minimum hourly rate.			
	compliance file review, preparation time,	30-60 minutes at 1 hour			
	supervision of interns or assistants, special	minimum hourly rate			
	assessment tools that are required to assess				
	student	60 minute and above at			
		hours worked hourly rate			
Breaks	CA mandated breaks will be billed to school site	Hourly rate			
	if provider is requested to work without break for more than 5 hours				
Consultation	Collaboration with school staff,	1 hour minimum at hourly			
Constitution	parents/guardians and/or IEP team for	rate			
	consultation/conference meetings				
Drive Time	If provider drives more than 35 miles one way	Hourly rate			
IEP Development/Attendance	Caseload setup, IEP review, progress reports &	1 hour minimum at hourly			
	session notes	rate			
Lesson/Session Planning	Lesson and session planning	1 hour minimum at hourly rate			
No	Cancellations made within 24 hours of scheduled	Hourly rate			
Show/Cancelation/Absence	service, assessment, or meeting				
Professional	In-person or virtual training: Prep and training	Double hourly rate			
Development/Staff Trainings	time				
Rush Assessment Requests	Academics, APE, AT, Audiological, DHH,     Academics, APE, AT, Audiological, DHH,     Academics, APE, AT, Audiological, DHH,     Academics, APE, AT, Audiological, DHH,     Academics, APE, AT, Audiological, DHH,     Academics, APE, AT, Audiological, DHH,     Academics, APE, AT, Audiological, DHH,     Academics, APE, AT, Audiological, DHH,     Academics, APE, AT, Audiological, DHH,     Academics, APE, AT, Audiological, DHH,     Academics, APE, AT, Audiological, DHH,     Academics, APE, AT, Audiological, DHH,     Academics, APE, AT, Audiological, DHH,     Academics, APE, AT, Audiological, DHH,     Academics, APE, AT, Audiological, DHH,     Academics, APE, AT, ACATEMIC, ACADEMIC, ACADEM	1 1/2 hourly rate			
	FBA, health, OI, OT, PT, and VI: requested				
	less than 10 business days before due date				
	<ul> <li>Psych and speech: requested less than</li> </ul>				
	15 business days before due date				
Schedule Changes	School to provide 1 business day notice of any	Hourly rate			
3	changes in the school or students' schedule that	,			
	will impact the provider's scheduled visit.				
School Closure	Unforeseen power outage, natural disaster,	Half of scheduled time			
	school closures, etc. without 24-hour notice				

#### **ARTICLE II**

#### **Individual Service Agreements**

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

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

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

If a parent or Customer contests the termination of an ISA by initiating a due process proceeding with the OAH, Company shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by Customer or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. Company shall adhere to all Customer requirements concerning changes in placement.

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

#### **ARTICLE III**

#### **PAYMENT**

Company shall invoice Customer for the Terms of Service no greater than once per month. The invoice shall detail all Terms of Service provided to Customer during the prior 30-35 days, including the rate of services provided, and the charge for the services. **Customer shall pay all invoices within 30 days of receipt**. Payment shall be made by check mailed to Company mailing address on the invoice.

Any dispute regarding invoices must be made by Customer in writing or email to Company within the initial 30-day payment period. This written notice must be sent to EdLogical Group Corp. Payment by the Customer shall not constitute a waiver of any right or remedy by the Customer provided under this Agreement or by law.

Customer may withhold payment to Company when: (a) Company has failed to perform, in whole or in part, under the terms of this contract; (b) Company has billed for services rendered on days other than billable

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

Final payment to Company in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the Customer until completion of a review or audit, if deemed necessary by the Customer. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the Company determined to have been paid in error or in anticipation of correction of documentation deficiencies by the Company that remain uncorrected.

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

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

Company time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

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

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

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

#### ARTICLE IV

#### RECORDS

Customer and Company both agree to keep accurate and complete account books, records, and other documents relevant to this Agreement and any Schedule (hereinafter the "Records"). The parties shall keep such Records for a period of Three years after the expiration of this Agreement.

The Records will be available for copying, review and inspection and audit by any agent or qualified representative of a party to this Agreement. Copying will be made at the expense of the requesting party and inspections shall take place at the location where the parties agree. Inspections shall be requested with a notice period of ten business days by written request. Any Confidential Information (as defined in Section 13.4 in this Agreement) disclosed by the inspection shall be kept confidential to the extent allowable by applicable law. Any modification to the terms of this clause must be in writing and signed by both parties.

If an inspection, review, or audit by Customer, a state agency, a federal agency, and/or an independent

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

#### **ARTICLE V**

#### TERM AND TERMINATION

This Agreement shall commence on **July 1, 2025 (the "Effective Date") and terminate on June 30, 2026** (hereinafter the "Expiration Date"). The parties acknowledge that any subsequent Agreement is to be re-negotiated prior to June 30, 2025

This Agreement may be terminated by either party, upon ninety (90) days written notice to the other party, with cause.

The Company and Customer shall cooperate with each other to comply with all state and federal applicable special education laws. Failure to cooperate by either party is cause for this Agreement to be

immediately revoked.

This Agreement may be terminated by insolvency of either party, immediately upon written notice to the other party. Insolvency shall be defined as a party voluntary filing, or, when a party has an involuntarily petition filed against it under the United States Bankruptcy Code, including a petition for Chapter 11 reorganization as set forth in the United States Bankruptcy Code.

In the event that this Agreement is terminated, both Customer and Company shall be required to fulfill all obligations under this Agreement in connection with services described herein made prior to Agreement termination.

Upon termination of this Agreement, each party shall return all relevant property including Confidential Information (as defined in Section 13.4 in this Agreement) and Customer information received from the other party under the dictates of this Agreement.

#### **ARTICLE VI**

#### RELATIONSHIP OF PARTIES

The relationship between Customer and Company shall be limited to that of **Independent Contractors.** Neither party shall undertake any actions that would imply or seek to establish any partnership, ownership, employment, joint venture or trust relationship between the parties, unless this Agreement is modified as such with the mutual consent of both Customer and Company and is formalized in writing and is signed by both parties. The Customer shall have no employment relationship with any of Company's employees or agents. Company shall exercise day-to-day control over and supervision of such individuals including but not limited to hiring, evaluation, instruction, scheduling, direction, promotion, demotion, compensation, employee benefits, discipline and discharge

No Hiring policy: Customer agrees that during the term of this Agreement, Customer agrees not to solicit to whom EdLogical hires or contracts with during the term of the Agreement, without the advance written consent of Company. EdLogical may grant or deny the request by the Customer. Should Company so consent, Company shall be entitled to an employee hiring fee (the 'Hiring Fee") equal to twenty-five percent (25%) of the hired individual's base salary or a maximum fee of \$30,000.

#### ARTICLE VII

#### REPRESENTATIONS AND WARRANTIES OF COMPANY

Company hereby represents covenants and warranties that Company is a valid corporation in good standing under the laws of the State of California, that this Agreement and any and all subsequently developed Schedules constitute a valid, legal and binding obligation upon Company, legally enforceable against Company except as limited by bankruptcy or other reorganizations that impact credit issues. Company, as of the Effective Date of this Agreement, represents that Company has taken all necessary action for the execution and delivery of this Agreement and any relevant Schedule.

Company further warranties that the execution and delivery of this Agreement, the Original Schedule and relevant Schedule do not modify, violate, cancel, terminate, or modify in any substantive manner any material contract to which Company is a party. Additionally, Company is not required to give notice to any third party or obtain the consent of any person for the execution and delivery of this Agreement.

Company is, to its knowledge, and will be at all times during the performance of this Agreement, in compliance with all applicable state, federal and local rules, regulations and laws. Further, Company represents that Company is not currently in default of any agreement or contract.

The aforementioned representations and warranties made by Company to Customer shall survive the termination of this Agreement and any Schedule.

Company shall be certified by the California Department of Education ("CDE") as a Non-Public Agency ("NPA").

All NPA services shall be provided consistent with the area of certification and licensure specified by CDE

Certification and as defined in California Education Code, section 56366 et seq and within the professional scope of practice of each provider's license, certification, and/or credential. A current copy of Company's NPA certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to Customer on or before the date this Agreement is executed by Company. Company shall provide Customer with copies of current valid California credentials and licenses for staff providing services to individuals with exceptional

needs. Company shall notify Customer in writing within 45 days of any change in credential or licensed personnel. Company and Customer agree that the failure of Company to provide properly qualified personnel to provide services as specified in the IEP shall be cause for the termination of all contracts between the Customer and Company.

#### ARTICLE VIII

#### INDEMNIFICATION AND LIMITATIONS ON LIABILITY

Company agrees to hold harmless, indemnify and defend Customer and each individual or entity that is an agent, affiliate, partner, officer or stockholder against any and all claims, losses, liabilities, damages and expenses, including legal fees, fines, judgments, settlement amounts all made in connection with, or arising from errors in any representation or warranty made by Company under this Agreement, any breach of the Agreement by Company, or any omission or negligent act by Company in connection with this Agreement, provided that such negligent act, omission, or error was not done at the direction of Customer.

Customer agrees to hold harmless, indemnify and defend Company and each individual or entity that is an agent, affiliate, partner, officer or stockholder against any and all claims, losses, liabilities, damages and expenses, including legal fees, fines, judgments, settlement amounts all made in connection with, or arising from errors in any representation or warranty made by Customer under this Agreement, any breach of the Agreement by Customer, or any omission or negligent act by Customer in connection with this Agreement, provided that such negligent act, omission, or error was not done at the direction of Company.

Customer and the Company and its agents, employees, and sub-contractors shall obey all applicable local, state, and federal laws in the performance of this Agreement, including, but not limited to minimum wages and/or prohibitions against discrimination.

Company officers, agents, employees and/or sub-contractors shall comply secure and maintain in force such licenses, permits, and health or legal clearances as required by CDE law, in connection with the furnishing of the

services to students of the Agency.

Company shall comply with Education Code section 45125.1 regarding fingerprinting. Company or their subcontractors shall bear their own costs of fingerprinting.

Company certifies to the Customer's governing board that it has completed the criminal background check requirements of Education Code Section 45125.1 and that none of its employees that may come into contact with district students have been convicted of a violent felony listed in Penal Code section 667.5 (c) or a serious felony listed on Penal Code Section 1192.7 (c).

Company shall comply with Education Code section 49406 regarding examination for tuberculosis.

Company or their sub-contractors shall bear their own cost of tuberculosis screening.

Company will only provide Customer with staff which have the appropriate licenses, certifications, qualifications, and other requirements necessary to perform the services described in this Agreement. Company must fill out the form "Vendor Certification of Criminal Background Clearance, Tuberculosis (TB) Clearance, and Credential Verification" for any employees working with or around students. The certification shall be submitted

to Customer before any Company employee is allowed onto a school site. Company is required to notify Customer in the event of any changes to Company's staff on a school site and, as necessary, fill out new or updated "Vendor Certification of Criminal Background Clearance, Tuberculosis (TB) Clearance, and Credential Verification" forms. Company will request and receive subsequent arrest notifications for its employees from the California Department of Justice ("DOJ") to ensure ongoing safety of students.

#### **ARTICLE IX**

#### **INSURANCE**

Company agrees that during the term of this Agreement, Company will maintain an insurance policy with a reputable insurance company. El Camino Real Alliance Charter" and its Affiliated Schools" shall be named additional insured under Company's general liability policy and, to the extent possible, under all other such policies, which said policies shall be so specifically endorsed. All insurance required to be obtained by Company pursuant to this Agreement shall be primary to any insurance available to Customer, shall be excess and noncontributing with respect to insurance required to be obtained by Customer. Certificates of Insurance and Additional Insured Endorsements are to be filed with Customer prior to the start date of the Agreement. All insurance obtained by Company pursuant to this section shall be for a period of not less than the term of this Agreement and shall not be cancelled or modified without providing Customer with thirty (30) days prior written notice. Should Company fail to furnish policies as provided in this Agreement, Customer may obtain such insurance and the premiums on such insurance shall be paid by Company unto Customer upon demand.

Upon Customer's written request, Company agrees to furnish Customer with duly certified copies of insurance policies meeting the following requirements:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

- 2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- 3. *Workers' Compensation*: As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- 4. *Professional Liability (Errors and Omissions), as applicable*: Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
- 5. Sexual Abuse and Molestation (Childhood Sexual Assault): Coverage with limits not less than\$1,000,000 per occurrence or claim and \$3,000,000 in the aggregate.

Company understands that it is not covered by any Workers' Compensation insurance through Customer. The Company providers and their sub-contractor(s) or agent(s) provide their own Automobile Insurance, and Professional Liability Insurance. Neither Company providers nor its sub-contractors or representatives shall at any time provide any transportation to Customer students in any vehicles. Each party is responsible for obtaining and maintaining worker's compensation coverage and unemployment insurance for its employees.

#### **ARTICLE X**

#### MEDIATION AND ARBITRATION

In the event that any dispute or claim arises between the parties from this Agreement, its performance, breach, interpretation, validity or enforceability, the parties hereby agree to attempt to resolve such dispute initially by meeting and conferring. In the event that the dispute cannot be resolved by meeting and conferring, the parties agree to refer the dispute to a mediator for resolution. The parties shall attempt in good faith to agree upon the appointment of a mediator. The parties agree that each party will bear 50% of the costs of mediation.

In the event that a dispute or claim cannot be resolved through mediation, it shall be exclusively (except as provided below) resolved by final binding arbitration before the American Arbitration Association (AAA), utilizing AAA Commercial Arbitration Rules.

The arbitrator shall be selected using AAA procedures. The arbitrator will not award attorney's fees or punitive, incidental, consequential, treble or other multiple or exemplary damages, and the parties hereby agree to waive and not seek such damages.

Awards shall be final, binding and non-appealable, with the exception of the grounds for appeal guaranteed by the Federal Arbitration Act and applicable laws.

#### ARTICLE XI

#### ASSIGNMENT PROHIBITED

Both the Customer and Company are expressly prohibited from assigning this agreement or any rights or interest flowing from this Agreement. Assignment will only occur with the express written consent of both parties.

#### **ARTICLE XII**

#### **GOVERNING LAW**

This Agreement will be interpreted and enforced under the laws of The State of California without regard to conflict of laws.

#### **ARTICLE XIII**

#### **GENERAL PROVISIONS**

<u>Modification and Amendment.</u> This Agreement may be modified only by a written amendment signed by all parties hereto and approved by the appropriate officials of both parties.

Conflicts of Interest. Company warrants that no part of the total Agreement amount shall be paid directly or indirectly to an employee or official of Customer as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to Company in connection with any work contemplated or performed relative to this Agreement. Company acknowledges, understands, and agrees that this Agreement shall be null, and void as determined by Customer if Company is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of Customer.

Nondiscrimination. Company hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of Company on the grounds of that individual's race; color; gender (including gender identity and gender expression); sex (including pregnancy, childbirth, breastfeeding, and related medical conditions); religious creed (including religious dress and grooming practices); marital/registered domestic partner status; age (forty (40) and over); national origin or ancestry (including native language spoken); physical or mental disability (including HIV and AIDS); medical condition (including cancer and genetic

characteristics); taking a leave of absence authorized by law; genetic information; sexual orientation; military and veteran status; or any other consideration made unlawful by federal, state, or local laws.

Interpretation and Opportunity for Counsel. In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein. The parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal counsel.

Company shall comply with all applicable federal, state, and local laws and regulations, including, but not limited to, applicable and active health orders.

#### **Confidentiality XIV**

El Camino Real Alliance Charter Information. It is understood that in the course of the Agreement, Customer may disclose to Company various confidential and proprietary information relating to Customer's business, schools, students, employees, operations, facilities, and plans, as well as information relating to third parties with whom Customer may do business or procure products, and that the data, findings and conclusions resulting from the Company's services described herein will be valuable confidential information belonging to Customer ("Confidential Information"). Accordingly, Company agrees that Company's employees and/or subcontractors will keep in strictest confidence all such information relating to Customer or third parties and all such information relating to the services described herein, not to use such information other than for the performance of the services described herein, and to cause any of Company's employees and/or subcontractors to be bound by the same obligation of confidentiality to which Company is bound. Company shall not communicate Customer's information in any form to any third party without Customer's prior written consent. Upon termination of this Agreement, Company, and its employees.

- i. Will continue to hold all such information in strictest confidence, and
- ii. Will promptly return to Customer any and all confidential information and documents belonging to Customer (including any copies, extracts, summaries, or statements of such confidential information which may have been made)

Press Releases. Company shall not refer to the existence of this Agreement, nor use the name of or make reference to Customer for any purpose in any releases for public or private dissemination, advertising or other materials, without the prior written consent of Customer's Chief Development & Communications Officer. Company

acknowledges that remedies at law may be inadequate to provide Customer with full compensation in the event of Company's breach of this provision, and that Customer shall be entitled to seek injunctive relief in the event of any such breach.

FERPA/IDEA. This Agreement is entered into by Company and Customer in accordance with the provisions of the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1231(g), et seq., (FERPA) and the Individuals with Disabilities Education Act, 20 U.S.C. Section 1400, et seq., (IDEA). Company hereby acknowledges that all documents which include personally identifiable information contained in or derived from a student's education records are deemed confidential pursuant to FERPA and IDEA. Company agrees not to re- disclose any such personally identifiable information without prior written consent as required by law, or unless re- disclosure is otherwise authorized by law. Company agrees that nothing in this Agreement may be construed to allow either Company or Customer to maintain, use, disclose, or share the personally identifiable information in a manner not allowed under Federal or State law or regulation.

Company agrees to comply with all applicable laws that require notification of individuals in the event of an unauthorized release of personally identifiable information or other event requiring notification, In the event of a breach of any of Company's security obligations, or any other event requiring notification under applicable law, Company agrees to:

- i. Immediately notify Customer of such event with 24 hours of discovery; and
- ii. Cooperate with Customer to inform all such individuals in accordance with applicable laws; and
- iii. Indemnify, hold harmless, and defend **El Camino Real Alliance Charter** and its Board Members, administrators, employees, agents, attorneys, volunteers, subcontractors, and related entities and persons, and their Board Members, administrators, employees, agents, attorneys, volunteers, subcontractors, and related entities and persons from and against any claims, damages, fees, or other harm related to such a data breach.
- iv. Within thirty (30) days after termination of this Agreement, Company will return all personally identifiable information that is in written, electronic, or other tangible form, computer memory, or any hard copy records to Customer as well as purge any copies of the personally identifiable information. Company agrees to require all employees, contractors, or agents of any kind working on the project to comply with this provision.

Health Information. Company acknowledges that, from time to time during the term of this Agreement, Company may acquire or have access to protected health information ("PHI") of Customer's students, as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and rules promulgated thereunder (the "HIPAA Rules"). Company shall not use or disclose and will cause its employees and/or subcontractors not to use or disclose PHI, except as necessary to perform the services of this Agreement or as required by law.

IN WITNESS WHEREOF, the parties hereto execute this Agreement on this June 30, 2025 El Camino Real Alliance dba **EdLogical Group Corp** (COMPANY) El Camino Real Charter High School (CUSTOMER) Authorized Signature Authorized Signature David Hussey, Executive Director VP of Program Quality Sara Cervantez Name and Title Name and Title Date Date





#### EdLogical Group Rate Sheet 2025-2026

EdLogical Services (Assessments, Services, and School/Student Support)	Minimum Hours On-Site Fee	Hourly Rate
Adapted Physical Education Teacher (APE)	2	\$105
Assistive Technology Specialist (AT)	2	\$150
Associate Marriage & Family Therapist (AMFT)	4	\$80
Audiologist (AUD)	2	\$168
Behavioral Aide (BA)	4	\$48
Board Certified Behavior Analyst (BCBA)	3	\$122
Certified Nurse Assistant (CNA)	7	\$60
Certified Occupational Therapy Assistant (COTA)	3	\$80
Credentialed School Nurse (CSN)	4	\$112
Deaf and Hard of Hearing Teacher/Specialist (DHH)	2	\$122
Instructional Assistant (IA)	2	\$42
Licensed Marriage & Family Therapist (LMFT)	7	\$95
Licensed Vocational Nurse (LVN)	7	\$78
Medical Assistant (MA)	7	\$60
Occupational Therapist (OT)	2	\$134
Office Assistant (OA)	7	\$45
Orthopedic Impairment Specialist (OI)	2	\$150
Physical Therapy Assistant (PTA)	3	\$80
Physical Therapist (PT)	3	\$135
Registered Nurse (RN)	7	\$110
Resource Specialist Teacher (RST)	4	\$100
School Administrator/Special Ed Coordinator (SA/SEC)	4	\$220
School Psychologist (SP)	3	\$120
Speech and Language Therapy Assistant (SLPA)	4	\$80
Speech and Language Therapist (SLP)	3	\$134
Translation Report Services (TRS)	2	\$94
Visually Impaired Specialist (VI)	4	\$150

<sup>\*</sup>Virtual assessments and services – 1 hour minimum

#### 2025-2026 Special Education Related Services Rates

Special Education Related Services (also called Designated Instructional Services or DIS) are supportive services that are required to assist a student with a disability to benefit from Special Education.

Non-Public Agency (NPA)	Behavior Intervention Developer (BID)	Behavioral Aide (BII)	Instructional Aide	Speech and Language Pathologist (SLP)	Speech and Language Pathology Asst. (SLPA)	Occupational Therapy (OT)	Physical Therapy (PT)	Counseling	ERICS (Educationally Related Intensive Counseling)	Deaf / Hard of Hearing (DHH)	Adapted PE (APE)	Special Education / Inclusion Teacher (SAI)
Cross Country (CCE)	\$125.66/hr	\$43.75/hr	\$37.50/hr	\$141.11/hr	\$95.79/hr	\$138.02/hr		\$105.06/hr	\$122.57/hr	\$143.17/hr	\$116.39/hr	\$107.12/hr - \$122.57/hr
Dynamic Education Services	\$145/hr	\$95/hr		\$175/hr		\$175/hr			\$145/hr	\$165/hr	\$165/hr	\$150/hr
EdLogical / Point Quest	\$122/hr	\$48/hr	\$42/hr	\$134/hr	\$80/hr	\$134/hr	\$135/hr	\$95/hr	\$120/hr	\$122/hr	\$105/hr	\$100/hr
Inspire Communications				\$89/hr No Per Diem Discount This Year	\$89/hr No Per Diem Discount This Year							
McRory Pediatrics	\$125/hr	\$75/hr		\$165/hr		\$165/hr	\$170/hr	\$120/hr				
Piece of Mind (POM)	\$55/hr	\$42/hr	\$42/hr									\$85/hr
Professional Tutors of America (PTA)	\$143/hr	\$143/hr		\$143/hr		\$143/hr		\$143/hr	\$143/hr			\$97/hr
Total Educational Solutions (TES)	\$95/hr	\$62/hr	\$62/hr	\$132/hr		\$132/hr	\$150/hr	\$118/hr	\$145/hr		\$140/hr	\$103/hr - 127/hr
Verdugo Hills Autism Project (VHAP)*	\$88/hr	\$65/hr										
Working With Autism (WWA)	\$78.50/hr	\$60.75/hr										
												Updated 6/13/25

<sup>\*</sup> These are the 2024-2025 rates as new rates for 2025-2026 were not available.

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Possible Related Services Include:

Adapted PE (APE)

Assistive Technology (AT)

Audiology

Behavior Intervention Development (BID)

Counseling and Guidance Deaf / Hard of Hearing (DHH)

Health and Nursing

Inclusion for Moderate/Severe Interpreting (such as ASL) Language and Speech (LAS)

Occupational Therapy (OT)

Orientation and Mobility (OM)

Paraprofessional for Behavior, Safety, or Instructional Needs

Parent Counseling and Training (PCT)

Physical Therapy (PT)

Psychological Services (ERICS)

Recreation Therapy (RT)

Rehabilitation Counseling (Vocational) Resource Specialist Program (RSP) Specialized Academic Instruction (SAI)

Transportation

Vision - Blind / Partially Sighted (VI)

#### Coversheet

#### Discussion and Vote to Contract with Inspire Communications at the given rates

Section: V. School Business

**Item:** E. Discussion and Vote to Contract with Inspire Communications at the

given rates

Purpose: Vote

Submitted by:

Related Material: 2025-2026 Inspire Rate Sheet 6.25.pdf



#### Addendum A: Rate Sheet

#### **Speech Therapy for the Whole Family!**

#### **EL CAMINO HOURLY RATE SHEET FOR 2025-2026**

Individual and Group Treatment in Clinic or Virtual	Hourly Rate				
Speech Language Pathologist with CCC-SLP and CA license	\$ 89.00				
Speech Language Pathologist, Clinical Fellow with RPE license	\$ 89.00				
Speech Language Pathology Assistant with CA license	\$ 89.00				
	·				
Individual and Group Treatment at School Site	Hourly Rate				
Speech Language Pathologist with CCC-SLP and CA license	\$ 89.00				
Speech Language Pathologist, Clinical Fellow with RPE license	\$ 89.00				
Speech Language Pathology Assistant with CA license	\$ 89.00				
Assessment - El Camino Per Diem Rate	Included				
Off-candar rate for assessment					
Basic Assessment and Report	\$ 450.00				
(includes expressive/receptive language and vocabulary)					
Additional Assessment (per test administered)	\$ 100.00				
(includes articulation, fluency, pragmatics, cognition)					
Screening with recommendations	\$ 120.00				
CONTRACTED Per Diem Rates	Daily Rate				
Based on a 7-hour day, no more than 12 students per day caseload for SLP/SLP-CFY and 6-					
hour day, no more than 10 students per day caseload for SLPA; rate includes standard					
assessment, treatment, IEP attendance and preparation by SLPdoes not include					
mediation meetings, due process preparation or court appearances.	\$534 - \$623				
IEP ATTENDANCE (included in per diem rate)	Hourly Rate				
(includes preparation and meeting attendance)					
Speech Language Pathologist with CCC-SLP and CA license	\$ 89.00				
DUE PROCESS CHARGES phase I (not included in per diem rate)	Hourly Rate				
(includes mediation meetings and due process preparation)					
Speech Language Pathologist with CCC-SLP and CA license	\$ 150.00				
DUE PROCESS CHARGES phase 2 (not included in per diem rate)	Per Diem				
(includes expert forensic testimony and court appearances)					
Speech Language Pathologist with CCC-SLP and CA license	\$ 1,200.00				
OTHER SPECIALIZED SERVICES	Hourly Rate				
Staff training	Provided on Request				
In-service presentation	Provided on Request				
Departmental meeting attendance	Provided on Request				

El Camino Rate Sheet 2025-26

P.O. Box 921208, Sylmar, CA 91392 \* Phone: 818/364-7451 \* Fax: 818/364-7498

www.inspiretherapy.org info@inspiretherapy.org

#### Coversheet

#### Discussion and Vote for the Marketing Budget Proposal

Section: V. School Business

Item: F. Discussion and Vote for the Marketing Budget Proposal

Purpose: Vote

Submitted by:

**Related Material:** ECR Marketing Budget 2025-2026 Final.pptx



# Marketing Budget

2025-2026



Increase
Brand
Awareness &
Brand
Recognition

Increase ECR's Social Media Presence

Increase Enrollment



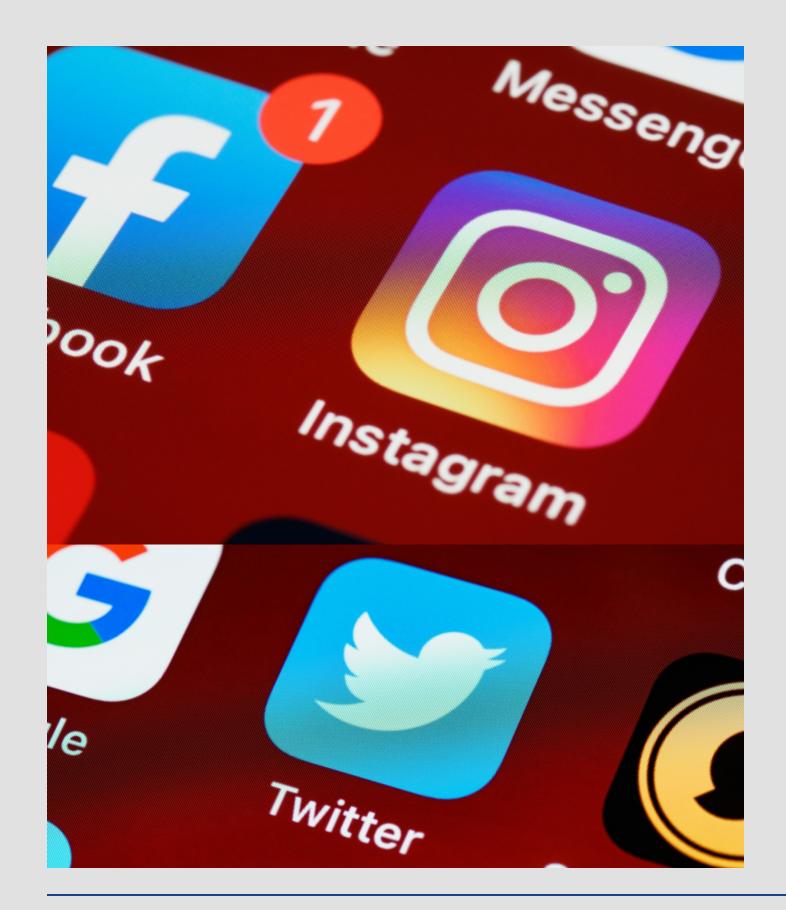




## Months Analyzed

August 2024 - June 2025





### ECR's Social Media Growth

#### Instagram:

- 170,602 Accounts Reached
- 39,157 Content Interactions
- 1530 New Followers
- 81,478 Profile Visits

#### Facebook:

- 173,742 Accounts Reached
- 22,273 Profile Visits
- 212 New Followers

#### X/Twitter:

Tweets received 64,700 views

#### Tik Tok

- 50,437 Accounts Reached
- 6,375 Profile Visits



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#### DIGITAL MARKETING SUMMARY

#### Meta Ads

- 109 New Students
  - Current Investment: \$12,913.75
    - $\Box$  Estimated Revenue: 109 new students x \$14,000 ADA = \$1,526,000
      - Estimated ROI: \$1,526,000 \$12,775.70 = \$1,513,086.25

#### Niche

- 82 New Students
  - Current Investment: \$17,000
    - $\Box$  Estimated Revenue: 82 new students x \$14,000 ADA = \$1,148,000
      - Estimated ROI: \$1,148,000 \$17,000 = \$1,131,000



#### DIGITAL MARKETING SUMMARY

#### Google Ads

- 7 New Students
  - Current Investment: \$1,415.94
    - ☐ Estimated Revenue: 7 new students x \$14,000 ADA = \$98,000
      - Estimated ROI: \$98,000 \$1,415.94 = \$96,584.06

#### **Total Applicants**

- 198 New Students
  - Current Investment: \$31,329.69
    - □ Estimated Revenue: = \$2,772,000 | 198 New Stu. x \$14,000 ADA
      - Estimated ROI: \$2,772,000 \$31,329.69 = \$2,740,670.31



#### TRADITIONAL MARKETING SUMMARY

#### Mailer \$3,271.52 - **14 New Students**

- Estimated Revenue: 14 new students x \$14,000 ADA = \$196,000
  - Estimated ROI: \$196,000 \$3,271.52 = \$192,728.48

#### School Banners \$9,916.88 - 58 New Students

- Estimated Revenue: 58 new students x \$14,000 ADA = \$812,000
  - Estimated ROI: \$812,000 \$9,916.88 = \$802,083.12

#### Daily News \$1,500 - 11 New Students

- Estimated Revenue: 11 new students x \$14,000 ADA = \$154,000
  - Estimated ROI: \$154,000 \$1,500 = \$152,500

#### Total Traditional Advertising Estimated ROI:

• 83 new students x \$14,000 ADA = \$1,162,000 - \$14,688.40 = \$1,147,311.60



#### TOTAL ESTIMATED REVENUE FROM MARKETING

#### 198 - New students

- Current Investment: \$31,329.69
  - Estimated Revenue: 198 new students x \$14,000 ADA = \$2,772,000
    - ☐ Estimated ROI: \$2,772,000 \$31,329.69 = \$2,740,670.31

#### Traditional Advertising Estimated ROI:

- Current Investment \$14,688.40
  - $\circ$  83 new students x \$14,000 ADA = \$1,162,000 \$14,688.40 = \$1,147,311.60

#### Total Estimated Revenue via Marketing/Advertising

- **Total Investment:** \$46,018.09
  - **Estimated Revenue:** 281 new students x \$14,000 ADA = \$3,934,000
    - $\square$  **Estimated ROI:** \$3,934,000 \$46,018.09 = \$3,887,981.91



#### **CURRENT ENROLLMENT SUMMARY**

#### 703 Incoming 9th Graders Currently Enrolled

- An increase in enrollment compared to last year (657)
- 557-587 early projection this year

#### 40-Student Increase in 9th Grade Enrollment

Growth despite declining enrollment in the area

#### 11% Increase in Non-Residential Applications

An indicator that ECR is attracting interest from outside of our traditional school boundary

#### 100+ Students Enrolled from Outside the School Boundary

Reflection of ECR's marketing efforts, brand reputation, and community outreach

#### 35 Pending Applications in Process

• The Admissions Team continues to work with interested families with their application process



## Key Investments

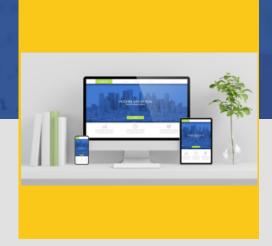
Made For



Social Media ADs



**Google ADS** 



Website



Branding/ Advertising via Partners



### PLAN FOR 2025-2026 SCHOOL YEAR

- Continue to work with students and student groups to promote events, stories, and accomplishments
  - Content engagement was higher than district schools and private schools in the area
- Collaborate with Teachers, Coaches, and Parents to promote events, stories, and accomplishments
  - Collaborate with teachers to promote their programs and collaborate on content
  - Help coaches set up their web pages on our website and help promote games/content
  - Receive parent feedback and tips for content ideas, website experience, and more
- Collaborate with all stakeholders to improve school culture
  - Sporting event themes
  - Collaborate with HR to recognize teacher/staff achievements and birthdays



# Advertising/Branding via Partners





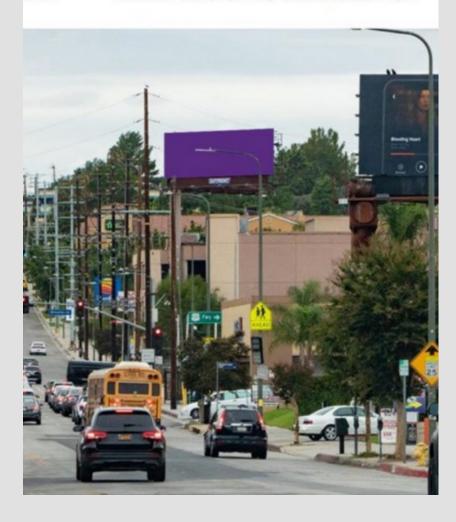
## El Camino Real Charter High School - Regular Board meeting - Agenda - Monday June 30, 2025 at 5:30 PM

#### Billboard:

Located by Taft HS

12-week campaign = \$20,720

9-B Ventura Blvd N/L W/O Winnetka% F/E

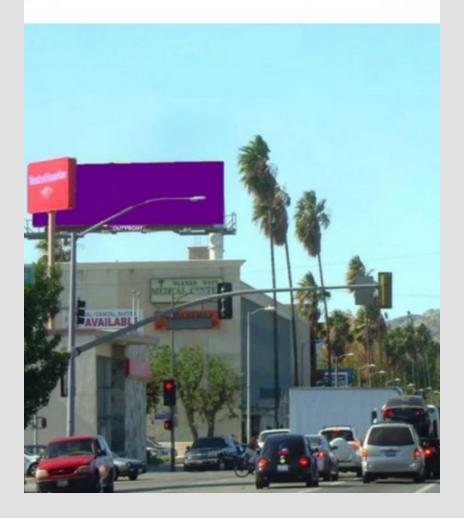


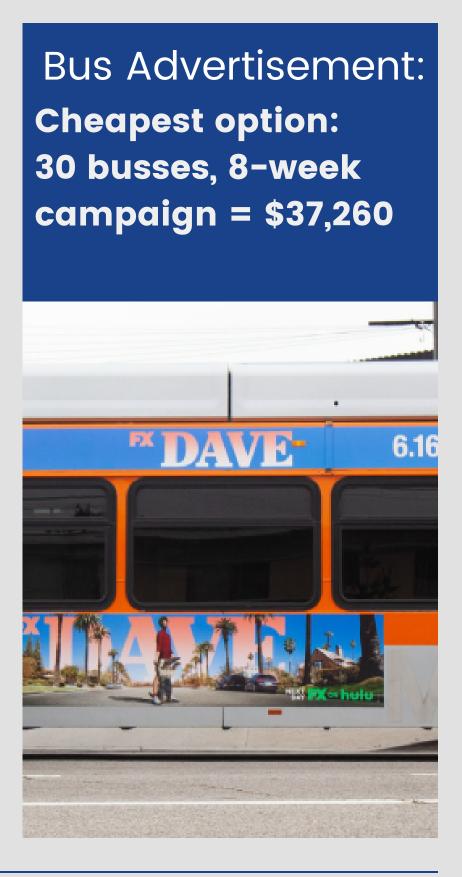
#### Billboard:

Sherman Way & Topanga (Cheapest)

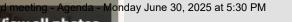
12-week campaign = \$16,445

geles 381-B ADDRESS
Sherman Way S/















#### El Camino Real Charter High School 💿

#14 in Best Charter High Schools in Los Angeles Area

A Overall Grade • Public, Charter • 9-12 • WOODLAND HILLS, CA • ★★★★☆ 747 reviews



#### From El Camino Real Charter High School

El Camino Real High School opened on February 3, 1969, in Woodland Hills.

In 2009, El Camino was named a California Distinguished School by the California Department of Education.

In 2011, El Camino became a Charter School and is home to approximately 3600 students.

Winning a record 9 National Decathlon Championships, over 120 CIF Athletic

About Us	>
Why ECR?	>
Enrollment FAQS	>
Follow us on Social Media	>



NICHE

### ECR's Niche Profile

Niche Partner 2023-2024 School Year

- 6,496 Views to date
- 675 Page Clicks to date
- 212,000 Impressions
- Investment amount = \$17,000
- Action Buttons
- Lead Generation

2024-2025 School Year

- 7,333 Views to date
- 1,062 Page Clicks to date
- 338,093 Impressions
- Investment amount = \$17,000





School	Referral rate ©	Views	Clicks
El Camino Real Charter High School WOODLAND HILLS, CA	89.2%	566	505
Niche Partner			
Granada Hills Charter GRANADA HILLS, CA	9.0%	1,416	128
Niche Partner			
Chaminade College Preparatory WEST HILLS, CA	7.4%	745	55
Niche Partner			
Calabasas High School calabasas, ca	3.7%	246	9
Niche Partner			
Taft Charter High School woodland HILLS, CA	1.5%	261	4
Reseda Charter High School RESEDA, CA	1.3%	80	:
Agoura High School agoura, ca	1.2%	172	
Niche Partner			
Oak Park High School OAK PARK, CA	1.2%	403	į
Canoga Park High School CANOGA PARK, CA	0.0%	65	(
Chatsworth Charter High School снатьworтн, са	0.0%	115	(
Cleveland Charter High School RESEDA, CA	0.0%	237	

### ECR's Niche Profile

Comments from Niche: A referral rate measures how often a family on your Niche profile clicks to get to your website.

We partner with around 2,500 schools and their average referral rate is between 7-11%.

ECR's referral rate YTD was 33.1%. For the month of May alone, 89.2% of families who viewed the profile clicked over to your website. This is the highest referral rate of any school I have ever worked with.



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# Other Potential Opportunities

#### **Street Banners**

ECR's Current Spend: \$3,000 Annual Permit Renewal

+

\$12,000 for banner targeting in different locations



#### Other Opportunites

- Windscreens
- Branding efforts for Shoup Campus
- Marketing Materials for ECR
- Additional branding items for ECR
- Assistance with Modernization efforts





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# El Camino Real Charter High School - Regular Board meeting - Agenda - Monday June 30, 2025 at 5:30 PM



# Marketing Budget Breakdown

\$55,850

- \$20,000 Digital Social Media Ads
- Google Ads \$15,000
- \$20,850 Website Renewal + UX

Branding/Advertising Partners Spend (\$32,150) Includes:

- Niche Partnership
- Mailer Marketing Campaigns
- Street Banners
- Miscellaneous

Total: \$88,000



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#### Coversheet

#### Discussion and Vote on 2025-2026 Capital Improvements

Section: V. School Business

Item: G. Discussion and Vote on 2025-2026 Capital Improvements

Purpose: Vote

Submitted by:

Related Material: Capitalization Project Summary 2024-2025 (1).pptx

Capitalization Proposal 2025-2026 (1).pptx



# Capitalization Project Summary

2024-2025

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# 2024-25 Update

# Main Building Hallways



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## Classroom Modernization



20 Classroom

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## Student Store

New Point-of-Sale Systems

Inventory management

CCTV Cameras

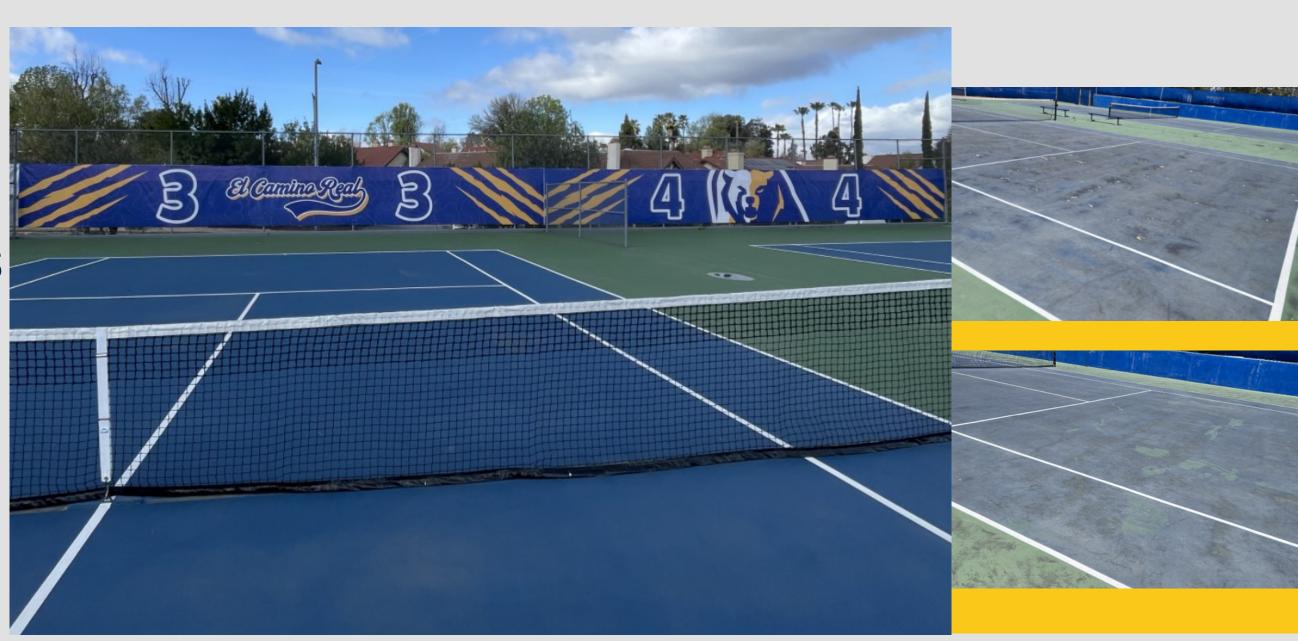
New display Refrigerator

Organizational Fixtures



# Tennis Courts

- Resurfacing
- Paint
- Concrete Repairs
- Windscreens

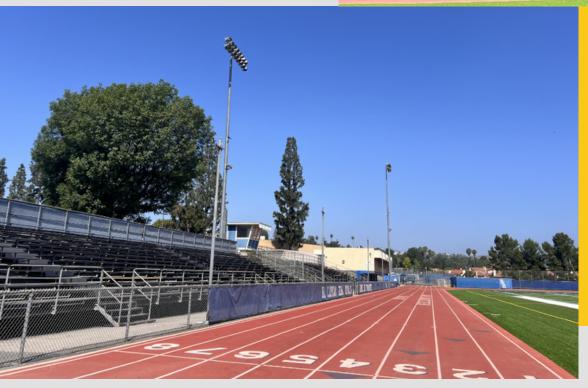


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# Stadium

- Paint
- LED Lighting
- Enhanced Audio





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# Facilities

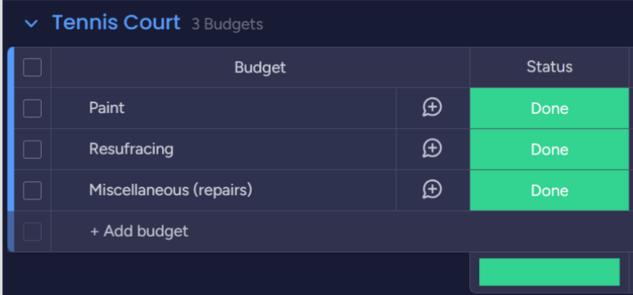
- Paint
- Equipment
- Electric Work Carts



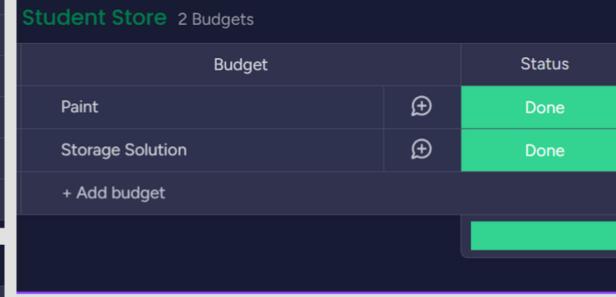


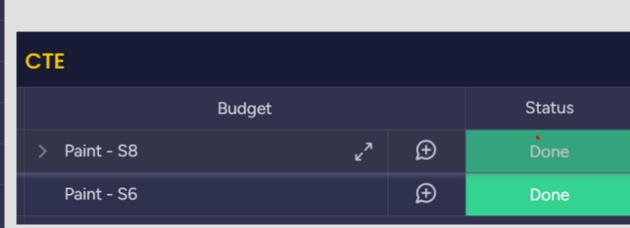
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# Project Summary











Facilities 3 Budgets				
Budget	Status			
Golf Carts	⊕	Done		
Paint - Plant Managers Office	⊕	Done		
Storage Solution	Ð	Done		



# Upcoming Capitalization Projects

2025-2026

# Front Signange/Monument Update

- DSA Permitting
- LAUSD Approved
   Drawings
- Awaiting Final Approval with District Oversight







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# Classroom Modernization

- 20 classroom
  - To be completed
     Summer 25'

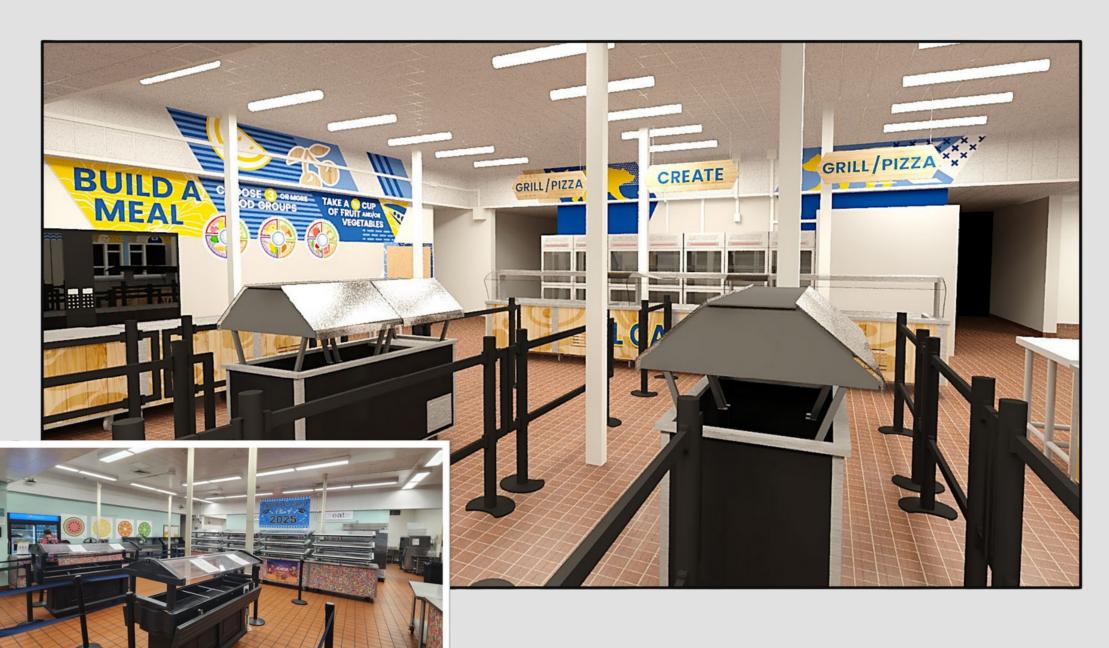


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# ECR Cafeteria

Cafeteria
 Modernization Plan





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# Stadium

# ~Update~

- Scoreboard/Bleachers
  - DSA Permitting
  - LAUSD Approved Drawings
  - Awaiting Final Approval
    - +District Oversight



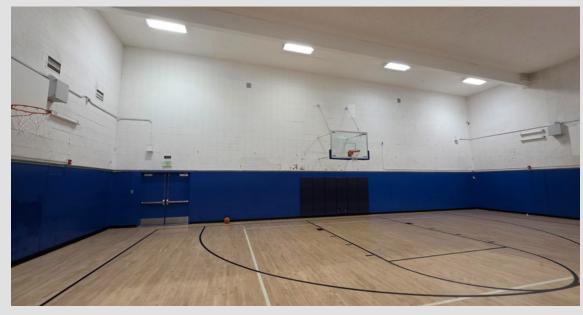


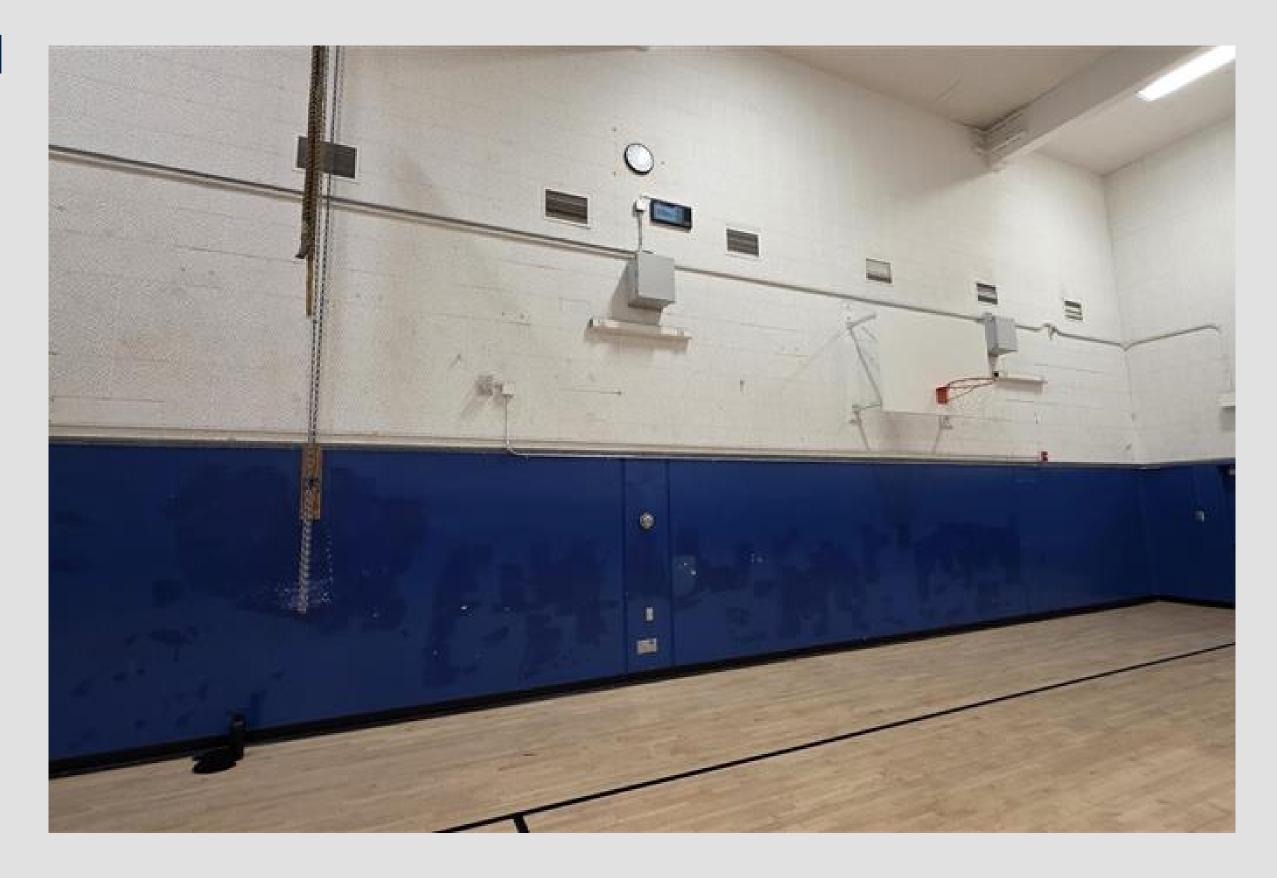
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El Camino Real Charter High School - Regular Board meeting - Agenda - Monday June 30, 2025 at 5:30 PM

# Completing Deferred Maintenance







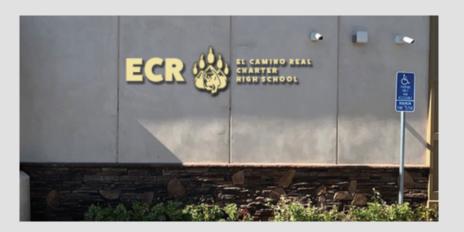
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# North Campus

- Branding
- Modern Decor
- Landscaping
- Wayfinding/Signage











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# Coversheet

# Discussion and Vote on the 2025-2026 Technology Budget Proposal

Section: V. School Business

Item: H. Discussion and Vote on the 2025-2026 Technology Budget Proposal

Purpose: Vote

Submitted by:

**Related Material:** Technology Budget Proposal 2025-2026.pptx

2025-2026 Technology Equipment (2).pdf 2025-2026 Software License Renewal.pdf



# Technology Budget Proposal

2025-2026

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# Software Application Renewal

- Instructional
- Administrative
  - Technology

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# Technology Equipment

- Instructional 1-to-1/Computer Labs
  - Personnel Workstations
  - Network Infrastructure

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# 2025-2026 Technology Budget Request

### **Desktop Computers**

#### Name

A202 Lab

A204 Lab

Clerical

# **Laptop Computers**

#### Name

**Technology Department** 

**Business Department** 

**Human Resources Department** 

**Shoup Campus** 

#### **Network**

#### Name

Aruba Switches (E-Rate)

Uninterruptible Power Supply (E-Rate)

Installation/MIscellaneous

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Quantity	Requested Budget
41	\$ 67,609.82
41	\$ 67,609.82
21	\$ 34,629.42
103	\$ 169,849.06

Quantity	Requested Budget
8	\$ 19,536.00
3	\$ 3,975.00
3	\$ 2,650.00
9	\$ 11,925.00
23	\$ 38,086.00

Quantity	Requested Budget
1	\$ 340,809.74
1	\$ 246,179.15
1	\$ 110,000.00
3	\$ 696,988.89

# **Software License Renewal**

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### **Instructional Software License**

Name	2025-2026
Accelerate (Alt Ed/ISP)	\$ 35,000.00
Adobe Creative Cloud	\$ 8,000.00
ClassPolicy	\$ 6,000.00
CyberHigh (Alt Ed/ISP)	\$ 12,500.00
Data Studo	\$ 3,690.00
Edpuzzle	\$ 3,795.00
Eduastic	\$ 12,720.00
GetMoreMath	\$ 20,550.00
Gimkit	\$ 1,000.00
JSTOR	\$ 1,560.00
Kami	\$ 10,050.00
Lanschool (S6 Lab)	\$ 245.00
Magic School	\$ 14,445.00
Mosyle (S6 Lab)	\$ 270.00
NoRedInk	\$ 10,945.00
Pear Deck	\$ 1,200.00
Respondus (Lockdown Browser)	\$ 4,345.00
Turnitin	\$ 31,950.00
	\$ 178,265.00

### **Administrative Software License**

Name	2	2025-2026		
Adobe Sign	\$	3,000.00		
Aeries	\$	27,347.00		
Canvas	\$	36,720.00		
Parchment	\$	3,683.00		
Vector Solutions (Teacher Evaluation)	\$	8,096.70		
Lastpass	\$	864.00		

MailChimp	Ş	\$ 5,100.00
	:	\$ 84,810.70

# **Technology Software License**

Name	2025-2026
AWS	\$ 30,000.00
Firebase	\$ 3,600.00
Lightspeed (Content Filter)	\$ 16,362.50
EcoBee	\$ 240.00
Mailchimp	\$ 5,100.00
Microsoft	\$ 22,634.25
Monday (Project Management Tool)	\$ 384.00
Nylas	\$ 6,000.00
Splashtop	\$ 1,793.28
Fortinet Firewall License	\$ 77,116.26
	\$ 163,230.29

# Coversheet

# RFP Bid Award: Bus Transportation Services

Section: V. School Business

Item: I. RFP Bid Award: Bus Transportation Services

Purpose: Vote

Submitted by:

Related Material: Cost Comparison - Bus Transportation Services.pdf

MG Express.pdf US Coachways.pdf Intermex.pdf Charter Up.pdf STA.pdf

Brooks Transporation.pdf

#### Charter UP:

# **charter** UP

# **Pricing Structure: ECRCHS**

As Charter UP was not provided with a comprehensive scope of service for El Camino Real Charter High School's full bus needs, we are currently offering hourly rates for both Motorcoach and Minibus options. These provide an initial understanding of our competitive pricing.

We strongly invite the opportunity to conduct a more detailed evaluation of ECRCHS's complete transportation requirements. This will allow us to develop a full series of customized rates, ensuring the most precise, cost-effective, and efficient solutions tailored to your specific demands.

Through the CharterUP network, the largest in the industry, we are fully equipped to provide various types of SPAB (School Pupil Activity Bus) certified drivers to meet all safety and regulatory standards for your school.

Vehicle Type	5 Hour Rate	Added Hours
55 Seat Deluxe Motorcoach	\$1,100	\$215
28 Seat Mini Bus	\$89 <b>0</b>	\$175

#### STA:

#### School Buses:

Bus Size	Up to 5 hours of Service	Excess Hourly Rate
82 passenger (54 HS students)	\$820.00	\$110.00
72 passenger (48 HS students)	\$760.00	\$110.00
Wheelchair accessible bus	\$760.00	\$110.00

Any tolls, bus parking or bus entrance fees will be paid by the School.

Any trip cancelled less than 48 hours before the scheduled pickup time is subject to a cancellation fee of \$600.00.

Payment terms: net 30 days.

#### Intermex:



Price Sheet 2025 - 2026

All prices include fuel, driver, and standard amenities. Additional fees may apply for parking, or special requests.

#### **Hourly Rates**

Vehicle Type	Capacity	(5) Hr Minimum Base Rate
Executive Sprinter Van	14 passengers	\$600.00
Large Coach	56 passengers	\$900.00

Exceeding the 5 hour minimum base rate, any additional time will be \$180/hr

#### US Coachways:



052920251 School Bus and Charter Bus Transportation Services Proposal

#### 3. Projected Fee

Type of Vehicle	No. of Passengers	Price Per Bus/Hour	Price per Mile Rate
<ul> <li>Sprinter Van</li> </ul>	14	100	4.25
<ul> <li>Minibus</li> </ul>	24 - 35	115	4.50
<ul> <li>Coach</li> </ul>	49 - 57	150	5.00

- · For long trips Mileage Rate is applied when the cost is more than the hourly
- Minimum Hours: 8
- Lodging: \$250
- 2nd driver fee: \$500

#### MG Express:

# Flat Rate Pricing – MG Express INC

### Local Trips (5 to 15-mile radius)

Flat Rate: \$1,000 – \$1,100

Includes: Up to 6 hours of service

Additional Time: \$175 per hour beyond 6 hours

### Extended Local Trips (Outside the 15-mile radius)

- Starting at: \$1,200 and up
- Final pricing is determined based on distance and trip specifics.

# **Long Distance Trips**

- Starting at: \$2,200 and up
- Rates vary depending on total mileage, duration, and date of service.

Brooks Transportation:

#### **Bus Prices**

We can provide school buses for **sports**, for the 2025-2026 school year. For \$750 for 5 hours, and \$85 for every additional hour. All other buses for non sport activities (field trips etc), would cost \$800 for 5 hours, and \$85 for every additional hour. This cost would be for trips within the San Fernando Valley, Santa Clarita and the L.A. City area.

MG Express INC

To El Camino Charter High School,

On behalf of MG Express INC, we would like to extend our continued appreciation for the opportunity to support your school's transportation needs in the past. It has always been a pleasure to serve your students and staff with reliable, safe, and professional charter services.

As we look ahead to your upcoming events and trips, we are pleased to share our updated flat rate pricing structure designed to offer clear and competitive rates, while maintaining the high standard of service you've come to expect from us.

#### Flat Rate Pricing – MG Express INC

#### Local Trips (5 to 15-mile radius)

• Flat Rate: \$1,000 – \$1,100

Includes: Up to 6 hours of service

Additional Time: \$175 per hour beyond 6 hours

#### **Extended Local Trips (Outside the 15-mile radius)**

Starting at: \$1,200 and up

• Final pricing is determined based on distance and trip specifics.

#### **Long Distance Trips**

Starting at: \$2,200 and up

• Rates vary depending on total mileage, duration, and date of service.

We understand that schools require punctuality, flexibility, and the utmost safety for their students, and we remain committed to exceeding your expectations. We truly value your continued trust in MG Express INC and look forward to working together again.

Sincerely,

MG Express Inc.



# 052920251 School Bus and Charter Bus Transportation Services Proposal

We acknowledge all amendments and associated changes



# 0000

### **Proposed to:**

David Hussey
Executive Director
El Camino Real Charter High School

### **Proposed by:**

Edward Telmany, CEO, DBA: US Coachways, SAM UEI: QHMSP2T7E425

CAGE Code: 5WDA2 Contact No. : 646-479-9592

Email: etelmany@uscoachways.com

School Bus and Charter Bus Transportation Services Proposal



#### **Cover Letter**

Dear David Hussey,

At It is with great enthusiasm that I submit this proposal on behalf of US Coachways to serve as your dedicated transportation provider for charter bus services under RFP #052920251. We recognize that at El Camino Real Charter High School, transportation is more than logistics—it is an extension of your school's commitment to excellence, safety, and educational opportunity.

With over two decades of nationwide experience and more than 21,000 annual chartered trips under our belt, US Coachways brings a level of operational scale, personalized care, and precision that aligns perfectly with the values and dynamic needs of ECRCHS. Our family-run business has served a wide spectrum of clients—from the Department of Defense to school districts, universities, and private institutions. What has remained constant throughout is our unwavering dedication to safe, reliable, and student-centered service.

Our proposal outlines a structured, SPAB-compliant transportation system that is responsive, scalable, and centered around student safety and faculty support. Every trip we undertake—whether to a local museum, a statewide band competition, or a college campus tour—is backed by pre-trip planning, real-time dispatch monitoring, and thoroughly vetted drivers trained to work with young passengers. We believe your students deserve nothing less than professionalism and compassion at every step of their journey.

We understand ECRCHS's unique culture of academic achievement and community leadership. This is why we've built contingency protocols, a dedicated 24/7 communication system, and a deep bench of certified drivers and inspected vehicles to ensure that every trip is smooth, on time, and worry-free for your staff and families.

We are excited at the prospect of becoming a trusted extension of your educational team. Thank you for the opportunity to compete for this partnership. Should you have any questions, or wish to discuss this proposal in more detail, I am personally available by phone or email at your convenience.

With gratitude and anticipation,

Sincerely,

Edward Telmany, CEO DBA: US Coachways, Inc 646 479 9592 etelmany@uscoachwaysinc.com





#### **Table of Contents**

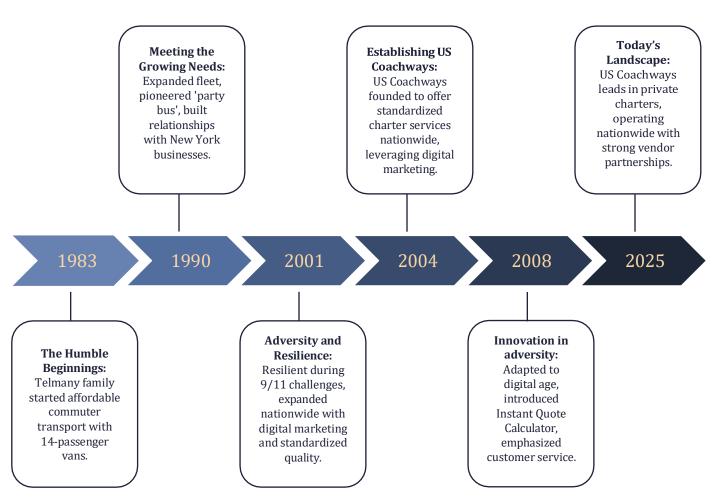
1.	Company overview	4
	Relevant Experience	6
	Projected Fee	22
4.	Insurance	23
5	Reference	24



#### 1. Company overview:

Since its inception, US Coachways has focused on more than just transportation; it embodies a vision of adaptation, customer commitment, and the American entrepreneurial spirit. The Telmany family's passion has transformed private charter bus services across the United States.

#### The Journey of US Coachways Through the Years



US Coachways is a leading private charter bus service, operating in all 50 states provides 21,000 yearly trips. Their success is bolstered by investments in technology, committed personnel, and strong local vendor partnerships. Founded on values of integrity, value, and the importance of every journey, US Coachways embodies over three decades of dedication to not just transporting people, but guiding them toward a future of endless possibilities.

Detail	Description			
Legal Business Name	: US Bus Charter & Limo			
• DBA	: US Coachways, Inc			
<ul> <li>Company Address</li> </ul>	: 960 Holmdel Road, Building 1, Suite 203, Holmdel, NJ, 07733			
GSA Contract	: GS-33F-026AA			
SAM UEI	: QHMSP2T7E425			
CAGE Code	: 5WDA2			

School Bus and Charter Bus Transportation Services Proposal



#### **Organization**

With a well-defined and responsive hierarchical structure, US Coachways prides itself on facilitating effective and efficient operational flow. The organizational architecture is designed to ensure customer-centric service delivery and optimal functionality. The Telmany family, as the founders, occupy the leadership role, setting the strategic vision and ensuring that the company's long standing tradition of quality and integrity is upheld.

Key divisions within US Coachways, including operations, customer service, fleet management, dispatch, marketing, finance, and human resources, are each led by industry veterans who bring in-depth knowledge and leadership acumen to their roles. This specialized leadership format allows each division to operate with both autonomy and a clear alignment to the company's overarching goals.

The company operates with an advanced, integrated system utilizing both cutting-edge technology and proprietary software developed over decades. This sophisticated infrastructure facilitates synergistic communication and efficient management of the expansive service network.

#### **Corporate Philosophy and Commitment to Safety**

At the heart of US Coachways' ethos is a staunch belief that safe, comfortable, and value-driven service is not just the expectation but the standard. This philosophy underpins every relationship, every decision, and every route taken. Safety isn't just an aspect of our business; it is the keystone that sustains the bridge of trust we have built with our customers.

Our Safety Process is rigorous and non-negotiable. We meticulously screen our network of nationwide charter bus vendors, assessing their safety records, insurance coverage, and adherence to regulations. This ensures that from take-off to touchdown, your safety and security are guaranteed.

The organization is dedicated to comprehending and meeting the unique requirements of its clients, nurturing long-term partnerships based on mutual trust and shared success. This customer-first mindset dictates that the journey is just as significant as the destination, influencing every aspect of the organization's operations.

Furthermore, US Coachways embodies a philosophy of diversity and inclusiveness, recognizing the strength and innovation that arise from a workforce that mirrors the diversity of its clientele and the larger community.

#### Management Approach

The management style at US Coachways is characterized by trust, empowerment, and shared accountability. There is a concerted focus on encouraging team members to own their responsibilities and to bring their personal expertise to the forefront. This leadership model has engendered a corporate culture where employees feel esteemed and can directly contribute to the company's success.

In making strategic decisions, a balance is maintained between data-driven approaches and the valuable insights from hands-on experiences of personnel. This inclusive strategy ensures that the decision-making process benefits from a comprehensive understanding of the business landscape.

US Coachways is proactive in fostering a culture of continuous development. This is seen in their commitment to employee enrichment through training, investment in technology upgrades, and an ever-evolving approach to business processes. Management holds transparency and accountability in high regard, ensuring that company goals are apparent to all and performance is regularly evaluated against those targets.

The combination of a well-organized structure, a deeply ingrained service philosophy, and an inclusive management approach makes US Coachways not just a leading charter bus service, but also an exemplary model of progressive corporate practices.



#### 2. Relevant Experience

#### **GSA-Approved Government Contractor for Charter Bus Services**



US Coachways stands distinguished as one of the select charter bus companies honored with the designation of a GSA-approved Government Contractor. This prestigious status underscores our adherence to the highest standards of quality, reliability, and security, reflecting our unwavering commitment to meeting the stringent requirements of government travel.

As a trusted GSA-approved partner, we ensure that government agencies and personnel are provided with transportation solutions that are not only efficient and safe but also fully compliant with all federal regulations. Our well-vetted and robust safety protocols align seamlessly with the expectations of government clientele, providing peace of mind and a guarantee of dependable service.

#### US Coachways in the service of Nation

#### FEDERAL AND SLED CLIENTS

- USAF
- DOT
- VA
- DODEA
- US Customs and Border Protection
- FEMA
- DOD Navy
- IRS
- NIST
- Transportations Security Administration
- USAGM
- USDA
- DOS
- PICO National Network
- Institutional Commodity Service Corp

#### US Coachways in service of USA federal govt.

No.	Funding Agency	<b>Prime Award ID</b>	Amount (US \$)	Description of Service
1	Department of Veterans	VA26014F0768	\$822,600.00	IGF::OT::IGF - SHUTTLE SERVICES FOR
	Affairs (VA)			THE PUGET SOUND HEALTH CARE
				SYSTEM
2	Department of	70FBR418F0000	\$573,549.50	TRANSPORTATION FOR PMC
	Homeland Security (DHS)	0800		RESPONDERS
3	Department of	70B03C19P0000	\$379,681.00	IGF::CT::IGF BUS TRANSPORTATION
	Homeland Security (DHS)	0017		
4	Department of	HSSCCG17F006	\$369,071.05	IGF::OT::IGF SHUTTLE SERVICES
	Homeland Security (DHS)	80		
5	Department of	W15QKN18F103	\$298,938.50	MOTOR COACH SERVICES - LARGE BUS
	Defense (DoD)	2		
6	Department of	70FBR419F0000	\$217,841.40	BUS TRANSPORTATION IN SUPPORT OF
	Homeland Security (DHS)	0005		HURRICANE MICHAEL RESPONSE
				EFFORTS OUT OF PMC ANNISTON AN
7	General Service	GSH1417AA008	\$169,416.00	GSA SES EXECUTIVE DRIVER AND
	Administration (GSA)	0		SHUTTLE BUS SERVICES IGF::OT::IGF
8	Department of	W15QKN13F112	\$137,647.25	MINI BUS SERVICES
	Homeland Security (DHS	0		
9	Department of	HSTS0715FFD0	\$110,800.00	"IGF::OT::IGF" GROUND
	Homeland Security (DHS)	045		TRANSPORTATION FOR FFDO DALLAS
				FIELD OFFICE
10	Department of	INL13PD01529	\$66,620.40	WASHINGTON OFFICE SHUTTLE BUS
	Interior (DoI)			CONTRACT IGF::OT::IGF



#### US Coachways in service of Dept. of Defense (DoD)

No.	<b>Awarding Agency</b>	Prime Award ID	Amount (US \$)	<b>Description of Service</b>
1	Department of the Army	W15QKN18F103 2	\$298,938.50	MOTOR COACH SERVICES - LARGE BUS
2	Department of the Army	W15QKN13F112 0	\$137,647.25	MINI BUS SERVICES
3	Department of the Navy	N6227117P1082	\$34,879.46	IGF::OT::IGF TRANSPORTATION SERVICES
4	Department of the Air Force	FA700014FG001	\$29,534.60	IGF::OT::IGF TRANSPORTATION/TRAVEL/RELOCATI ON-TRAVEL/LODGING/RECRUITMENT: PASSENGER MOTOR
5	Department of the Air Force	FA440718FG005	\$26,869.13	TRANSPORTATION/TRAVEL/RELOCATI ON-TRANSPORTATION: MOTOR CHARTER
6	Department of the Army	W912C614P003 8	\$20,858.36	HHD, 87TH TRANSPORTATION REQUEST 06-08 J
7	Department of the Air Force	FA301616P0035	\$17,500.00	IGF::OT::IGF NON PERSONAL SERVICE ROUNDTRIP TRANSPORT
8	Department of the Air Force	FA304715FG001	\$15,690.00	MOTORCYCLES MOTOR SCOOTERS AND BICYCLES
9	Department of the Army	W9124X15P002 7	\$14,199.54	IGF::OT::IGF TRANSPORTATION
10	Department of the Air Force	FA860122FG122	\$13,914.85	TRANSPORTATION/TRAVEL/RELOCATI ON-TRANSPORTATION: MOTOR CHARTER

#### Case study

Client Case Study



In the aftermath of Hurricane Sandy, our company demonstrated unparalleled commitment by deploying a fleet of 210 buses daily, ensuring uninterrupted 24-hour shuttle service to accommodate the urgent transportation needs during the recovery period.



We successfully coordinated a comprehensive 24-hour shuttle service, deploying 75 buses daily to transport over 5,000 individuals, ensuring dependable and continuous mobility around the clock.



We had the opportunity to provide charter bus services to Pegasus Senior Living. Our commitment to safety, reliability, and customer satisfaction ensured a smooth and comfortable travel experience for their residents.



Client

#### **Case Study**



Employee shuttling AM and PM shifts - National service - Constant loops 24 hr & 18 Hr shifts 7 days a week 24/7

**Total Contract Value:** \$6.5M/year



In each plant city, 2-4 (55) passenger coaches shuttled temporary workers from a parking lot 5 miles away. There were two shifts, and drivers coordinated with police and security. There was one vandalism incident and several cases of striking workers throwing nails and screws. The operation ran smoothly seven days a week in Battle Creek, MI, Omaha, NE, Lancaster, PA, and Memphis, TN.

Total Contract Value: \$687,350.00



The program's purpose was primarily to shuttle IRC personnel from hotels outside of a military base or forts and onto the base in the morning and then return the group to their hotel in the evening. Each group ran for different periods and had unique needs, some required service within the base during the day; others required us to take the group to a Walmart weekly for food and supplies. In some locations, we used vans; in others 24-passenger minis, and 30-passenger minis, and, in other locations, we used 55 passenger coaches.

Total Contract Value: \$659,661.79

We are dedicated to ensuring that every ride is comfortable and enjoyable for our clients, whether it's for an individual, a religious group, a school trip, or an excursion. Our commitment to memorable experiences is reflected in the 2000+ excellent reviews we have received on TrustPilot.



#### **EXCELLENT SERVICE**

The driver went above and beyond to assist us and make sure our trip was as pleasant as possible.

— St. Peter Catholic Church



#### **GREAT EXPERIENCE**

The driver was very nice and cordial. We had a one-day event that included youth and senior adults. The bus was clean and the ride was comfortable and enjoyable. Will definitely use again.

— Patricia D. Pinkard



#### THANK YOU USCOACHWAYS

Having to organize a lot of details when working with teens, it is a comfort to know that our buses are in good shape.

— Sharon



#### **WE HAD A GREAT EXPERIENCE**

We had a great experience. It was my first time chartering a bus, and the staff were patient and accommodating.

— Canada

Figure snapshot of customer review from TrustPilot







#### **Testimonials**



# INSTITUTIONAL COMMODITY SERVICES CORP. ARCHDIOCESE OF NEW YORK PURCHASING ORGANIZATION



January 21, 2015

The Archdiocese of New York would like to commend U.S. Coachways on the transportation services they have been providing to us for the past 10 years.

U.S. Coachways has proven to us time and time again that they are committed to providing us with safe and reliable transportation services.

We handle bus charter rental services for most parishes in the New York area.

Each and every request has been fulfilled through U.S. Coachways no matter the circumstances. The drivers are friendly the vehicles are well-maintained and they offer a competitive pricing.

We rely on U.S. Coachways and we would recommend their services to anyone seeking a great transportation company.

We have informed U.S. Coachways they are the transportation company of choice to provide transportation services to our parishes to attend the 2015 Papal visit.

Please feel free to contact me directly for any further questions.

Regards,

Magdoline F. Messieha, buyer

1011 FIRST AVENUE, NEW YORK, N.Y. 10022 Tel: 212-371-1000 Ext. 2600 • Fax: 212-207-8176 www.nyics.org

Figure Reference from Institutional commodity services corp







Business Assurance and Resilience 24 Brown Avenue Springfield, N. J. 07081

November 27, 2012

Edward Telmany US Coachways 100 Saint Mary's Avenue – Suite 2B Staten Island, N. Y. 10305

Re: Hurricane Sandy Restoration

Dear Mr. Telmany:

Hurricane Sandy was a devastating time for the people of New Jersey, leaving more than 1.7 million PSE&G customers without power. Over the two week period, including Nor'easter Athena, PSE&G restored power to more customers than in any other storm in our history - or in the history of any utility in the country. PSE&G brought in 1,000 out-of-state line workers and tree trimmers in preparation for the storm and that number grew to more than 4,000 by November 9th. Transporting those 4,000 workers everyday for two weeks from ten different staging areas to more than forty different hotel locations turned out to be an extreme logistical challenge.

This note is to let you know that you, your dispatchers, (Mark, Marty, Jimmy and others) and all your bus drivers, worked tirelessly and did an exemplary job under very difficult circumstances. US Coachways was able to transport all the out-of-state line workers and tree trimmers promptly and safely from their hotels to the staging areas every morning and back to their hotels every night. US Coachways played a vital role in maximizing the contractor's rest periods through the efficient scheduling of bus transportation, thereby greatly assisting in PSE&G's restoration efforts. You and your associates should be proud of your efforts.

Respectfully,

Joseph Jasko

Business Assurance Consultant

loseph Jasko

(Transportation Logistics – Garden State Plaza – Hurricane Sandy Restoration)

973.912.3847

Figure Reference from PSEG Services corporation









To whom it may concern,

US Coachways has been an Official Sponsor of Six Flags for the past 5 years. US Coachways has promoted their bus charter and rental services via the Six Flags in-park and online media networks and Six Flags has also included US Coachways logo and contact information on our group sales collateral materials.

To the best of our knowledge, US Coachways has demonstrated professional, safe and reliable transportation services to our customers and has been accommodating in any way possible.

I would recommend US Coachways to any small and large customer seeking local or nationwide services.

Adam Cross

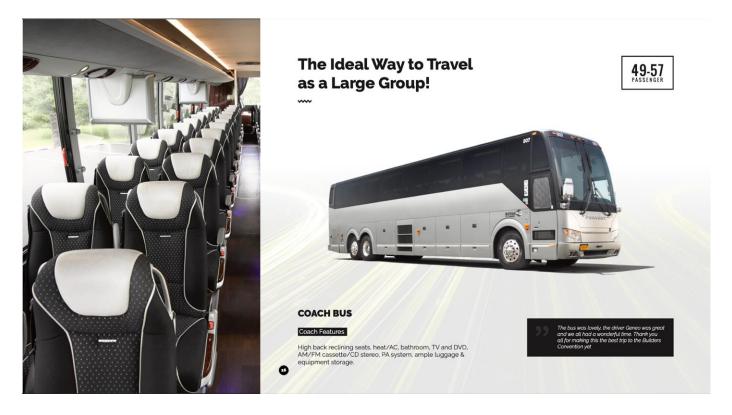
**RVP Corporate Alliances** 

Six Flag Entertainment

Figure Reference from Six Flag Corporate



#### **Equipment & Capability: 49-57 Passenger Coach bus**



We offer a wide range of world-class amenities on our spacious and luxurious coaches, 56 Seater includes:

- ADA compliant vehicle available with 52 passenger sitting capacity.
- Reclining seats for added comfort.
- Equipped with a stereo system, Public address (PA) system included.
- USB ports to charge your phone or other devices
- Standard onboard bathrooms with toilet papers and hand cleaners.
- Climate control system for heating, cooling and air conditioning.
- WiFi access & mobility tracking
- Two-way radios, so that we can communicate with dispatch in real time to identify and respond to any traffic problems
- Underneath luggage bays for storage
- DVD player and monitor setup for entertainment
- Onboard first aid kit, and automated external defibrillator to be used in case of health emergency.
- serviceable fire-extinguisher.
- Our buses are regularly maintained & verified for the requirements such as oil, fuel, coolant etc and the basic requirements are daily monitored such as break, mirror, wiper, mirror etc.



#### 24-34 Passenger Mini bus



- We offer a wide range of world-class amenities on our spacious and luxurious mini coaches, including:
- Reclining seats for added comfort
- Climate control system
- Equipped with a stereo system
- Ample luggage space available
- Entertainment Systems included
- Onboard first aid available.
- serviceable fire-extinguisher.
- Our buses are regularly maintained & verified for the requirements such as oil, fuel, coolant etc and the
- basic requirements are daily monitored such as break, mirror, wiper, mirror etc.
- Additional Options for an extra charge:
- Some mini buses are equipped with extra amenities like Wi-Fi, hardwood floors, DVD players, tables,
- electrical outlets, USB ports, overhead luggage bins, leather seats etc.



#### 14 Passenger Sprinter Van



#### Features:

- Plush high-back reclining bucket seats.
- Forward-facing seats with ample legroom and wide aisles for easy mobility.
- Advanced sensors for obstacle detection.
- Features include anti-lock brakes, stability control, airbags, and seatbelt pretensioners.
- Turbo diesel engine with Blue Efficiency system for maximized fuel efficiency
- Standard full-time heating and air conditioning.
- Standard vans allow each passenger a small-to-mid-sized carry-on.

#### **Optional Amenities:**

- DVD and CD players.
- Device hookups and chargers.
- Satellite TV (availability subject to model).
- Other amenities according to availability; check with the travel consultant.

School Bus and Charter Bus Transportation Services Proposal



#### Care for each passenger:

Our proven track We are dedicated to delivering a seamless, stress-free travel experience for all passengers, with a special focus on accessibility and reliability. Our proven expertise in managing special needs transportation ensures we exceed expectations by prioritizing passenger care through:

- **Mobility Equipment Storage**: Vehicles equipped with secure storage and easy-loading solutions for wheelchairs and scooters.
- Priority Boarding: Passengers with disabilities receive expedited service to minimize wait times.
- **Emergency Readiness**: Backup buses are on standby to ensure uninterrupted service in case of mechanical issues.
- **Compassionate Service**: Trained drivers provide professional, courteous care, creating a positive experience for every passenger.

We combine innovative solutions with unmatched professionalism to ensure every passenger travels safely and comfortably.

#### **Our Safety Process**

At US Coachways, we work with charter bus vendors across the nation. Before a vendor qualifies to provide charter bus services, we submit them to a rigorous process to ensure that our clients will be safe and secure. That process includes:

- An evaluation of the vendor's safety record and rating: We start by entering a vendor's Department of Transportation (DOT) number into the Federal Motor Carrier Safety Administration database. That helps us determine whether a potential vendor has current operating authority and that there are no current safety concerns or significant safety violations. We do not use companies who have current major violations. We will also do our own online investigation of a potential vendor, looking at their website and other sources to determine if there have been accidents, motor coach violations or other concerns.
- Careful attention to the time your driver spends on the road: With all bookings, we require a detailed itinerary to ensure that individual drivers do not exceed the maximum number of hours on the road, as established by state and federal regulations. That includes deadhead miles—any time and distance driven with no passengers on board. To secure a booking, a charter bus vendor must document total mileage, as well as how the driving will be handled. We also require vehicle year, type and model prior to any approval.
- **Verification of the vendor's insurance:** We'll confirm that the vendor has current insurance and that US Coachways is listed as an additional insured, as well as the certificate holder. We'll also match up vehicle identification numbers (VINs) listed on the insurance certificate to confirm coverage.
- **Real-Time Monitoring and Problem Resolution:** During each trip, our team will be in continuous communication with the trip group leader to monitor the progress and address any issues that may arise. Should any problems occur, our drivers and support staff are trained to respond promptly and effectively, ensuring minimal disruption to the journey.
- Passenger Comfort and Safety: We will provide personalized attention to meet the specific travel needs of
  all participants. This includes assisting with boarding and disembarking, managing medical equipment, and
  accommodating special requests such as dietary needs during meal stops. Our staff is trained to handle a
  variety of situations with care and professionalism, ensuring a comfortable and safe experience for all
  passengers.



#### **Key Staff Members:**

#### **Resumes of Key Personnel**

#### **Edward Telmany**

CEO @ US Coachways

National Expert in Charter and Shuttle Bus Services New York City Metropolitan Area

#### **Contact**

Mobile: 646-479-9592

Email: edwardtelmany@uscoachwaysinc.com

LinkedIn: <u>Edward Telmany</u> Website: <u>US Coachways</u>

#### **Summary**

Experienced leader in the charter bus industry with over 20 years at the helm of US Coachways, one of the largest providers of charter transportation in America. Spearheading innovation and growth, I specialize in designing efficient, safe, and scalable transportation solutions for federal, state, and corporate clients. Through US Coachways and SubOut.com, I have transformed traditional transportation methods, driving digital transformation in the charter bus marketplace.

#### **Experience**

#### **US Coachways**

CO-CEO

January 2004 - Present

- Oversee operations of the largest national charter bus service.
- Delivered transportation solutions for high-profile clients including Fortune 500 companies and FEMA.
- Built a network of 10,000 drivers and 7,000 vehicles across 44 states.

#### **Ultra Express Coach**

Sales Executive

January 2000 - March 2004

• Led business development and strategic partnerships to boost revenue.

#### **Education**

Stanford University Graduate School of Business

Stanford LEAD Professional Certificate Executive Education, 2020 - 2021

Katherine Gibbs

Associate's Degree, Information Technology 2002 - 2004

#### **Top Skills**

- Logistics Management
- Emergency Transportation
- Transportation

#### Certifications

- Government Services Advantage
- Enhance Productivity in a Hybrid Work Environment
- Business Development Foundations
- Leading with Vision



#### Mark Telmany Co-CEO

Location: New York City Metropolitan Area <a href="https://www.linkedin.com/in/marktelmany-7773912a">www.linkedin.com/in/marktelmany-7773912a</a> www.uscoachways.com

#### **Summary**

We are a family-run company based in New York, providing nationwide transportation services. Our expertise includes strategic consulting for various transportation needs including buses, limousines, exotic cars, executive buses, limo buses, and jet services. We also handle logistics for event planning and provide full custom wraps on buses and jets.

#### Experience

#### Co-CEO, US Coachways

July 1992 - Present (32 years 3 months)

New York City Metropolitan Area

- Oversee rentals for buses, executive buses, mini-buses, party buses, and sprinters.
- Powering the Uber Bus charter.

#### Owner, US Coachways Inc

September 1990 - Present (34 years 1 month)

New York, United States

- Provide nationwide transportation services, including strategic consulting for various forms of transportation and event planning.
- Manage logistics for events across the nation.
- Offer full custom wraps for buses and jets.

#### Owner, BusRental.com

July 2015 - Present (9 years 3 months)

**United States** 

• Operate an online platform specializing in transportation services.

#### Co-Owner, SubOut.com

July 2016 - July 2016 (1 month)

USA

• Managed a bidding platform for charter bus jobs, limousine services, and selling equipment.

#### Education

#### Staten Island

• Hard work, Entrepreneurship/Entrepreneurial Studies

#### **Top Skills**

- Samsara
- Customer Service
- New Business Development

#### **Company Websites**

US Coachways BusRental.com



Platinum level service is what we strive for at US Coachways. Our dedicated agents and project management teams bring you a complete package of services that can help you with every stage of the planning, implementation and execution phases of any project you may need.

No	Name	Position	Experience
1	Edward Telmany	CEO, Fleet & Pricing Analyst	20 years
2	Mark Telmany	Co-CEO, Program Director	32 years
3	Kim Calabrese	Project Manager/Client Support	12 years
4	Anthony D'Angelo	Fulfilment, Safety, and Supplier. Compliance	10 years
5	Ronnie Crawford	Dispatch/Driver Compliance	9 years

Our staffing plan ensures a structured, efficient, and compliant approach to meet the requirements outlined in the solicitation, with a focus on maintaining high operational standards and reliability.

#### **Organizational Structure**

- **Primary Drivers**: Operate 55 passenger buses, ensuring timely, safe transportation while adhering to all federal, state, and local regulations.
- **Backup Drivers**: Provide coverage for absences or emergencies, trained to handle operational challenges seamlessly.
- **Fleet Managers**: Oversee maintenance, scheduling, and operational readiness, ensuring all buses comply with safety and performance standards.

#### **Recruitment and Training**

- **Initial Training**: Drivers complete programs covering vehicle operation, safety protocols, and compliance with state and federal regulations.
- Ongoing Training: Refresher courses and updates keep drivers compliant with evolving policies and standards.

#### **Staffing Requirements**

- Drivers will hold valid licenses with passenger transport endorsements.
- All personnel will meet federal, state, and local requirements, demonstrating professionalism in appearance and conduct.

#### **Compliance and Monitoring**

- **License and Certification Tracking**: Driver qualifications, license expirations, and training records will be systematically tracked to ensure validity and renewals as needed.
- **Performance Audits**: Regular evaluations will monitor adherence to safety and operational standards. Any deficiencies will be corrected through additional training or action plans.
- **Documentation**: A robust tracking system will maintain detailed records of driver qualifications, performance, and compliance, available for review upon request.

This comprehensive staffing plan ensures the effective delivery of services, prioritizing safety, professionalism, and adherence to the highest operational standards

School Bus and Charter Bus Transportation Services Proposal



#### **SCOPE**

#### **PURPOSE**

To outline consistent, safe, and compliant procedures for providing charter bus transportation services to El Camino Real Charter High School (ECRCHS), ensuring reliability, efficiency, and adherence to California state laws and school-specific expectations.

#### MATRIX

Category	Requirement / Responsibility	Response
Scope of Services		
Transportation Provision	Furnish, operate, and dispatch student trip transportation as requested, within or outside Los Angeles, any day during the contract term. ECRCHS will provide advance notice.	US Coachways will comply/agree to these terms
Exclusive Contract Exception	If vendor cannot fulfill a request exceeding current capacity, ECRCHS reserves the right to seek secondary transportation service.	US Coachways will comply/agree to these terms
Certifications (Vehicles)	Certified in accordance with California laws as a School Bus or School Pupil Activity Bus (SPAB).	US Coachways will comply/agree to these terms
Certifications (Drivers)	Drivers must have a valid Special Drivers Certificate license, regardless of passenger type.	US Coachways will comply/agree to these terms
Subcontracting	Only permitted with proper notice to and approval from an ECRCHS employee.	US Coachways is a transportation broker with different partners throughout the country, so we will be partnering with a bus vendor that complies with all requirements for your approval upon award
Accident Reporting	Immediately report all accidents involving Contractor's equipment or personnel while transporting District personnel and/or students verbally to California Highway Patrol and the District. A written report must be submitted to the District within 24 hours.	US Coachways will comply/agree to these terms
Driver Conduct	Drivers must be neat in appearance, in good health, and of the highest moral character. ECRCHS has the right to reject any driver and will notify the Vendor verbally and/or electronically.	US Coachways will comply/agree to these terms
Inspection Rights	Vendor shall grant ECRCHS the right to inspect all Vehicle Maintenance Records, Driver records, Driver Training records, and accident reports maintained by law, rule, or regulation during normal business hours, provided inspections do not interfere with authorized public agency investigations.	US Coachways will comply/agree to these terms
Certification and Insurance Requirements		
State Certifications	Certify and furnish proof of meeting all requirements of California Highway Patrol, California Department of Education, and California Public Utilities Commission (including Driver Training, Driver records, Vehicle Maintenance Procedures/records, accident reports, and all other Federal/State laws/rules/regulations/procedures). Most recent terminal inspection must be supplied with bid documents.	Due to our unique business structure (Transportation Broker), we're able to provide this information—including terminal inspection – during the negotiation phase / contract award phase
Motor Carrier Rating	Maintain a satisfactory Motor Carrier rating with the California Highway Patrol. Proof of rating must be furnished with bid documents, and any change in rating must be notified to the District within one working day. Failure to maintain rating is justification for immediate exclusion.	Due to our unique business structure (Transportation Broker), Proof of rating can be provided during the negotiation or contract award phase But it is part of our selection process to find bus vendors that have satisfactory Motor Carrier Rating with the Cali Highway Patrol
Drug and Alcohol Policy	Certify and furnish a copy of a current drug and alcohol policy as required by Federal law.	US Coachways will comply/agree to these terms





Substance Abuse Program	Certify that the substance abuse program meets or exceeds all current Federal and State requirements for commercial drivers.	US Coachways will comply/agree to these terms
Driver Background	Vendor should provide a background check of every driver.	US Coachways will comply/agree to these terms
Insurance	Maintain General Liability, Automobile Liability, Bodily Injury, and Property Damage Insurance for not less than \$1,000,000, naming the District as an additional insured. Certificates of insurance must be filed with the School.  Proof of worker's compensation is required.	US Coachways will comply/agree to these terms





### 3. Projected Fee

Type of Vehicle	No. of Passengers	Price Per Bus/Hour	Price per Mile Rate			
■ Sprinter Van	14	100	4.25			
<ul><li>Minibus</li></ul>	24 - 35	115	4.50			
<ul><li>Coach</li></ul>	49 - 57	150	5.00			

• For long trips Mileage Rate is applied when the cost is more than the hourly

Minimum Hours: 8Lodging: \$250

• 2nd driver fee: \$500



#### 4. Insurance

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	York NY 10017						(-,	RDING COVERAGE ompany of America		NAIC# 31534
NSURED  U.S. Bus Charter & Limo dba U.S. Coachways Inc.  960 Holmdel Rd  Holmdel, NJ 07733					INSURE	RB: Hanover	Insurance Citers at Lloyd	ompany 's, London		22292 32727 41297
						RE: StarSton RF: Apollo C		surance Company pany		25496 10343
				NUMBER: 928825417				REVISION NUMBER:		
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_	Auto Excess Liability (\$4M)			B0146 GLUSA2400181		12/31/2024	12/31/2025	E.L. DISEASE - POLICY LIMIT Limit	\$1,000,	
DESC "For	ESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) For Evidence of Insurance Only"									
CER	TIFICATE HOLDER			1	CANC	ELLATION				
Evidence of Insurance					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE					
ACO					_	© 19	88-2015 AC	ORD CORPORATION.	All righ	ts reserved



### 5. Reference

#### Reference 1

1000000								
Description		Details						
Name of Business, City, County,	:	Waypoint LLC						
or Agency								
<ul> <li>Street Address</li> </ul>	:	PO BOX 4403						
City and State	:	Key West, FL, USA						
Contract Dates	:	2025-Current						
• Contact Name	:	Alexander Trowe						
Contact Title	:	Operations Representative						
• Contact Telephone	:	917-582-6097						
Contact Email	:	alex@waypoint-global.com						
Description of Work Performed	:	Bus transportation for Fleet week Navy Ships						
Estimated Contract Value	:	\$ 600,000						

#### Reference 2

Description		Details
<ul> <li>Name of Business, City, County, or Agency</li> </ul>	:	Two Trees Luxury Apartments (.55 Kent)
Street Address	:	325 Kent Ave,
City and State	:	Brooklyn, NY, United States
Contract Dates	:	2025-Current
Contact Name	:	Abir Tebbo
Contact Title	:	
Contact Telephone	:	646-609-9202
Contact Email	:	atebbo@twotreesny.com
Description of Work Performed	:	Daily residential shuttle
Estimated Contract Value	:	\$ 869,000

#### Reference 3

Description		Details	
<ul> <li>Name of Business, City, County,</li> </ul>	:	IS 34(Totten Intermediate School #34)	_
or Agency			
Street Address	:	528 Academy Ave,	
City and State	:	Staten Island, NY, United States	
Contract Dates	:	2025-Current	_
Contact Name	:	Christine Saraceno	
Contact Title	:		
Contact Telephone	:	917-974-6674	
Contact Email	:	csaraceno@schools.nyc.gov	
<ul> <li>Description of Work Performed</li> </ul>	:	services as needed for school trips.	
Estimated Contract Value	:	\$ 85,000	_

# PRE - EMPLOYMENT DRUG TEST, BREATH ALCOHOL TESTING & CONTROLLED SUBSTANCE URINALYSIS CONSENT FORM

US Coachways, Inc enforces the Federal Motor Carrier Safety Regulations, Section 391.103 and revisions thereof concerning Pre-Employment Substance Abuse Testing.

#### 382.301 Pre- Employment Testing Requirements

- (a) A motor carrier shall require a drier applicant who the motor carrier intends to hire or use to be tested for the use of controlled substances as a pre-qualification condition.
- (b) A driver applicant shall submit to controlled substance testing as a pre-qualification condition.

I agree to the urine sample collection and controlled substance testing, as a condition of my employment.

I understand positive test for controlled substances will medically disqualify me from consideration as a Driver for this company.

I have read and understand the above conditions for the Pre-Employment Urinalysis and hereby freely give me consent.

#### PART 40.25(5)(\*) Pre-employment testing with other employers

I, as a perspective driver for this company, also tested positive, or refused to test, on any pre-er administered by an employer to which I have apsensitive transportation work covered by DOT aduring the past two years.	mployment drug or alcoloplied for, but did not ob	hol tes tain, s	t afety-
APPLICANT'S NAME (PRINT	MONTH	DAY	YEAR
APPLICANT"S SIGNATURE			
WITNESSED BY:			
COMPANY REPRESENTATIVE			

# Acknowledgement and Agreement With respect to US Coachways Inc. Drug and Alcohol Testing Plan

l,	THE UNDERSIGNED EMPLOYEE of								
US Coachways, Inc, hereby certify that I have been furnished with a copy of the company's DOT Alcohol and Drug testing program, including it Employee Assistance Program, and that I have read and understand same further certify that I have been provided with information material.									
	ngers and problems of drug and alcohol								
disciplined for any violation by mo any failure or refusal to identify a cooperate with the forms and oth	may be discharged or otherwise e of said DOT Alcohol and Drug Plan, for nd certify same, for the failure to er documents, and/or for any other failure mployer in its said DOT Alcohol and Drug								
Executed on, the day of	, 20								
Employee Name									
Employee Signature									
Social Security Number									
Manager's Signature									



#### Intermex Inc.

13523 Francisquito Ave, Suite C Baldwin Park, CA 91706

June 25, 2025

#### El Camino Real Charter High School

Attn: Procurement Committee

RE: Proposal Submission – RFP 052920251 for Charter Bus Transportation Services

Dear Evaluation Committee,

On behalf of Intermex Inc., I am pleased to submit our formal proposal in response to RFP 052920251 for Charter Bus Transportation Services. We are honored to have the opportunity to partner with El Camino Real Charter High School—an institution with an exceptional reputation for academic excellence, student achievement, and community leadership.

Intermex Inc. is a California-based charter transportation company with extensive experience providing safe, reliable, and efficient transportation for schools, athletic teams, and community organizations. With a fleet of modern, well-maintained SPAB-certified vehicles and a team of highly qualified SPAB drivers, we are fully equipped to meet the transportation needs outlined in your RFP—including field trips, athletic events, band competitions, and more.

We take pride in offering more than just a ride. Our operations are rooted in safety, service, and reliability—ensuring every trip is executed with the highest level of professionalism. As a company that currently services multiple school districts and educational programs throughout California, we understand the logistics, compliance, and accountability required to support student transportation at the highest level.

We are confident that Intermex Inc. will be a valuable and dependable partner to ECRCHS. We appreciate your consideration and look forward to the possibility of serving your students, faculty, and programs with the same level of excellence that defines your school.

Please do not hesitate to reach out if any additional information is required.

Sincerely,
Frankie Casillas
(626) 426-4057 / francisco@intermexinc.com



#### **COMPANY OVERVIEW**

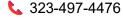
Intermex Inc. is a premier charter transportation provider based in Southern California, with operations in **Baldwin Park** and **San Bernardino**. We specialize in safe, reliable, and professional group transportation for schools, athletic programs, and community organizations.

Our fleet includes (17) 54–56-passenger charter buses and (3) 14-passenger executive sprinter vans, all maintained to high standards for safety, comfort, and reliability. We maintain full compliance with CHP, SPAB, DOT, and PUC regulations and are authorized to operate under the requirements set forth by the State of California for school-related transportation. Our team includes SPAB-certified drivers and vehicles to meet student transportation needs, and we ensure that all assignments involving school groups are matched with appropriately certified equipment and personnel.

We are proud of our dedicated in-house team that ensures each trip is executed seamlessly from dispatch to return:

#### **Edgar Casillas**

Chief Executive Officer & Operations Manager



edgar@intermexinc.com

Edgar directs daily operations and logistics. With over 10 years of industry experience, he leads our service delivery, compliance, and client satisfaction efforts.

#### Francisco Casillas

Vice President & Chief Financial Officer

323-204-7487

francisco@intermexinc.com

Francisco provides strategic and financial oversight for all operations. He also ensures all client engagements and regulatory matters are handled with the utmost professionalism.

#### **Osmara Arteta**

Safety Manager

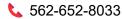
**626-764-6569** 

osmara@intermexinc.com

Osmara oversees all safety-related operations including driver certifications, internal audits, and CHP compliance to maintain the highest safety standards.

#### Kenny Mosqueda

Dispatch Manager

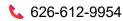


kenny@intermexinc.com

Kenny manages driver assignments, trip coordination, and routing. He plays a key role in ensuring timely and efficient service for every client.

#### **Linda Ramos**

Accounting Clerk

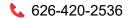


accounting@intermexinc.com

Linda is responsible for managing accounts receivable, billing, and supporting the financial needs of both internal and external stakeholders.

#### **Ricardo Casillas**

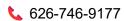
Director of Fleet Maintenance



Ricardo leads all maintenance and fleet readiness efforts. With over 5 years of diesel repair experience and a background servicing Prevost, Van Hool, and MCI vehicles, he ensures our fleet remains in peak operational condition.

#### Celic Mosqueda

Scheduler



celic@intermexinc.com

Celic handles scheduling and trip assignments with precision. Whether trips are planned weeks in advance or requested last-minute, she ensures every route is covered and every vehicle is staffed with the most suitable driver.

With the right combination of experience, capacity, and a client-focused approach, Intermex Inc. is fully equipped to meet the transportation needs of El Camino Real Charter High School and provide exceptional service across every trip.



#### **Relevant Experience**

Intermex Inc. has extensive experience working with school districts, charter schools, and universities throughout California. We specialize in student transportation for athletic events, educational trips, and extracurricular activities. Below are three recent projects that reflect our expertise and commitment to dependable service:

#### 1. Ontario-Montclair School District

Scope: Annual transportation provider under a contract valued at \$368,535.00 for school field trips, enrichment programs, and seasonal activities. Intermex services multiple campuses throughout the district, providing consistent, safe, and punctual group travel.

Contact:

Rigo Gomez
Transportation Manager
Ontario-Montclair School District
(909) 930-6766 | Rigo.Gomez@omsd.net

#### 2. Whittier Union High School District

Scope: Annual transportation provider under a contract valued at \$163,550 for a range of activities, including local athletics, Northern California trips, field trips to museums, theme parks, major school events such as grad night, proms and university campus visits. Our team works closely with district personnel to ensure timely dispatch, regulatory compliance, and safety for all students and staff.

Contact:

Evelyn Juarez
Whittier Union High School District
562-781-1383 | evelyn.juarez@wuhsd.org

#### 3. Opportunities for Learning (OFL) Charter Schools

Scope: Annual transportation provider under a contract valued at \$247,891 for OFL campuses across Southern California. These trips often involve educational enrichment, community engagement, and campus visits. Intermex's ability to accommodate last-minute requests and route modifications has helped OFL deliver a seamless experience to their students.

Contact:

Lia Flores, Travel Coordinator Propel, A Charter Management Group, Inc. 760.221.0765 | oflores@propelcmg.org



#### Price Sheet 2025 - 2026

All prices include fuel, driver, and standard amenities. Additional fees may apply for parking, or special requests.

### **Hourly Rates**

Vehicle Type	Capacity	(5) Hr Minimum Base Rate
Executive Sprinter Van	14 passengers	\$600.00
Large Coach	56 passengers	\$900.00

Exceeding the 5 hour minimum base rate, any additional time will be \$180/hr

All rates are quoted "yard to yard"

\*\*Mile rates may apply to anything exceeding 50 miles from the pick up location\*\*

- Overnight Trips: Quoted depending on itinerary & destinations
- Amenities: All vehicles include Wi-Fi, restrooms, PA system, Bluetooth, TV's, plenty storage room and air conditioning. Executive Sprinter Vans and Luxury Coaches include additional features like reclining seats and onboard entertainment.
- Parking fee's during a trip must be covered by the group in person.
- Lodging for the driver will be decided prior to confirming the trip if the responsibility lands on the group or charter company.
- Contact: For bookings or inquiries, call (626) 426 4057 or email dispatch@intermexinc.com / Kenny@intermexinc.com

#### **CANCELLATION TERMS**

For all clients—including school districts and any other entities billed after services are rendered—a **cancellation fee equal to 100% of the agreed-upon service cost** will apply to any cancellation made with **less than twenty-four (24) hours' notice** prior to the

scheduled service date and time. This policy remains in effect unless otherwise stated in a written agreement between the parties. All cancellation notices must be submitted in writing to Intermex Inc. at dispatch@intermexinc.com.

#### CANCELLATION POLICY FOR GROUP BOOKINGS

This Policy applies to group bookings of (2) or more buses

- 1. Cancellations made more than three (3) calendar days *before* the trip's departure incur no charge.
- 2. Cancellations made *within* three (3) calendar days of departure, including the departure date, incur a fee of fifty percent (50%) of the total booking cost, excluding non-retained taxes or fees
- 3. Cancellations within 24 hours Full payment will be billed



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/13/2025

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

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

C	ertificate holder in lieu of such endor	seme	nt(s)	•						
	DUCER				CONTA NAME:	<sup>ст</sup> Jessica La	nderos			
	B Transportation Insurance Brokers, 5 W. Broadway	LLC	,		PHONE (A/C, No, Ext): 818-246-2800 FAX (A/C, No): 818-246-4690					
	ite 300				E-MAIL ADDRESS: jlanderos@tibinsurance.com					
	endale CA 91204-1269		INSURER(S) AFFORDING COVERAGE					NAIC #		
		INCLIDE			rance Company		16188			
INSU	RFD			INTEINC-02				Tarice Company		10100
	ermex Inc					R в : Lloyds of				00005
	523 Francisquito Ave. Ste. C				INSURE	R c : Trisura Ir	nsurance Cor	mpany		22225
Ва	ldwin Park CA 91706				INSURE	R D :				
					INSURE	RE:				
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				NUMBER: 803452426				REVISION NUMBER:		
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	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,00	10
								MED EXP (Any one person)	\$ 5,000	
								PERSONAL & ADV INJURY	\$ 1,000,	000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 1,000,	000
	X POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$ 1,000,	000
	OTHER:							Abuse & Molesation	\$ 1,000,	
С	AUTOMOBILE LIABILITY			KAA015522402		7/29/2024	7/29/2025	COMBINED SINGLE LIMIT	\$ 1,000,	
	ANIVALITO							(Ea accident) BODILY INJURY (Per person)	\$	<u>J00</u>
	ANY AUTO ALL OWNED X SCHEDULED							BODILY INJURY (Per accident)	\$	
	V AUTOS V NON-OWNED							PROPERTY DAMAGE	\$	
	A HIRED AUTOS AUTOS							(Per accident)		
									\$	
Α	UMBRELLA LIAB X OCCUR			KXA015522402		7/29/2024	7/29/2025	EACH OCCURRENCE	\$ 4,000,	000
	X EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$ 4,000,	000
	DED RETENTION \$							DED LOTH	\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER OTH- STATUTE ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A						E.L. EACH ACCIDENT	\$	
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	
В	Absuse and Molestation			B0621PINTE076325		1/11/2025	7/29/2025	Limit	\$2,000	,000
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	Proof of Insurance							ESCRIBED POLICIES BE CA EREOF, NOTICE WILL E		

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ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**ACORD** 

INTEINC-12

MFRAZIER1

DATE (MM/DD/YYYY)

#### CERTIFICATE OF LIABILITY INSURANCE

7/25/2024

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

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER License # 0757776 CONTACT NAME: HUB International Insurance Services Inc. 1525 Faraday Avenue Suite 150 Carlsbad, CA 92008 PHONE (A/C, No, Ext): (858) 675-6444 FAX (A/C, No): (858) 675-6450 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : ICW Group 27847 INSURED INSURER B Intermex Inc. INSURER C 13523 Francisquito Ave. #C INSURER D Baldwin Park, CA 91706 INSURER E COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY EFF POLICY EXP (MM/DD/YYYY) INSR LTR TYPE OF INSURANCE POLICY NUMBER LIMITS COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE CLAIMS-MADE OCCUR DAMAGE TO RENTED PREMISES (Ea occurre MED EXP (Any one person) PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE JECT POLICY PRODUCTS - COMP/OP AGG \$ OTHER: COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY ANY AUTO BODILY INJURY (Per person) SCHEDULED AUTOS OWNED AUTOS ONLY BODILY INJURY (Per accident) \$ HIREDS ONLY NON-SWNED UMBRELLA LIAB OCCUR EACH OCCURRENCE EXCESS LIAB CLAIMS-MADE AGGREGATE DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY X PER STATUTE WSD 5079098 00 7/27/2024 7/27/2025 1.000.000 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT N/A 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ If yes, describe under DESCRIPTION OF OPERATIONS below 1,000,000 E.L. DISEASE - POLICY LIMIT \$ DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. PROOF OF INSURANCE AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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#### **REFERENCES**

#### Reference #1

Rigo Gomez
Transportation Manager
Ontario-Montclair School District
(909) 930-6766 | Rigo.Gomez@omsd.net

#### Reference #2

Evelyn Juarez
Whittier School District
562-781-1383 / evelyn.juarez@wuhsd.org

#### Reference #3

Lia Flores, Travel Coordinator
Propel, A Charter Management Group, Inc.
760.221.0765 | oflores@propelcmg.org

#### Reference #4

Steve Waldeck
Masters University
661.362.2767 / swaldeck@masters.edu

#### Reference #5

Amanda English
Redlands Unified
951-845-3010 Ext. 047104 / aenglish@beaumontusd.k12.ca.us

# **charter** UP

# School Bus and Charter Bus Transportation Services

# El Camino Real Alliance





## charterUP

Dear El Camino Real Charter School Selection Committee,

On behalf of Charter UP, I am writing to formally submit our proposal for your transportation needs, a direct invitation we received from **Brad Wright**. We are incredibly enthusiastic about the opportunity to partner with El Camino Real Charter School and provide a transportation solution that prioritizes safety, efficiency, and exceptional service for your students and staff.

At Charter UP, our commitment to a **high level of customer service** is foundational to everything we do. This dedication is seamlessly integrated with our cutting-edge technology platform, designed to empower schools like yours. Our robust system offers a unified point of access, enabling your team to effortlessly manage trips through a dedicated **reservations system**, track **invoice status**, access **driver contacts**, utilize real-time **itinerary management**, and benefit from **live vehicle tracking**. This comprehensive suite of tools ensures unparalleled transparency and control over your transportation logistics.

We bring vast experience in the **K-12 education sector**, notably through our successful partnership with KIPP Charter Schools, particularly within Southern California. This experience has honed our understanding of the unique requirements and operational nuances of school transportation.

Transporting more than 4 million passengers over 8.5 million miles in 2024 alone, CharterUP is proud to be the **most trusted charter platform in the U.S.** We believe in building partnerships rooted in shared values – community, innovation, and doing right by people – and we are genuinely excited to bring that commitment to life for El Camino Real Charter School.

Thank you for considering CharterUP. We are confident that our unparalleled service, advanced technology, and proven expertise will make us an invaluable transportation partner for ECRCS.

Sincerely, Tony Glibkowski

Tony Glibkowski

Director, Sales & Operations, CharterUP tony.glibkowski@charterup.com (470) 229-1691

# **About CharterUP: Empowering K-12 Transportation**

CharterUP is revolutionizing group transportation by bringing cutting-edge technology and innovative software to the K-12 education sector. We're dedicated to delivering an industry-leading experience for both school administrators and bus operators, making student transportation simpler and more reliable.

Our platform connects schools, districts, and educational organizations with thousands of trusted charter bus and minibus operators nationwide. In just 60 seconds, you can access real-time availability, transparent pricing, and detailed vehicle options, whether you're organizing a field trip, daily student shuttles, athletic event transportation, or special group excursions.

What was once a fragmented and often stressful process is now streamlined. CharterUP brings much-needed transparency, accountability, and efficiency to K-12 transportation, ensuring safe and reliable rides for students and staff alike.

## CharterUp and El Camino Real Charter School

For El Camino Real Charter School, this is the service tier you would receive from Charter UP:

- Set, Discounted Rates: Benefit from predictable, favorable pricing tailored specifically to your school's budget.
- Dedicated Booking & Reservation System: Gain access to an intuitive platform designed to streamline your planning and make scheduling trips effortless.
- Full-Time Account Coordinator: Your consistent point of contact who ensures all your transportation needs are met seamlessly.
- SPAB Certified Vehicles: We prioritize safety, connecting you with School Pupil Activity
   Bus (SPAB) certified vehicles when required for California regulations.
- 24/7 Operational Support: Our team is always available, around the clock, to assist with any last-minute changes or unforeseen circumstances, giving you complete peace of mind.

## Why choose CharterUP as your charter bus partner?

With the infusion of technology, accountability and transparency, CharterUP offers a fast and easy way to book safe and reliable charters at an elevated customer experience.

CharterUP's award-winning technology makes booking faster and managing trips easier so you can get your time back.

#### **Book and Share Trips**

• CharterUP Trip Manager portal makes quoting, booking and sharing trip information effortless.

# Easy Booking and Trip Management



#### **Simplified Trip Management**

Easy to manage dozens of trips by authorizing users to book.
 Organize and pay invoices in one place.

#### **Rider Safety**

 Buses are equipped to detect and prevent harsh driving, tailgating and distracted driving.

#### Live Tracking

 Tracking buses in real time on desktop or mobile and gives parents and staff added comfort and convenience to know where their children are.

# Multi-channel account support structure behind you at every step, from planning to trip execution and beyond.

### 24/7 Support



#### 24/7 Support Team

- Always available via email and phone.
- Answers questions and fields requests before, during, and after trip.
- Immediate response and resolution to any issues encountered during trip.

### **Dedicated Account Manager**

- Expert Advisor for optimizing itineraries, route plans and service quality.
- Facilitator to eliminate confusion and streamline communication among your team.
- · Booking support for bulk trip booking.

## Why choose CharterUP as your charter bus partner?

With the infusion of technology, accountability and transparency, CharterUP offers a fast and easy way to book safe and reliable charters at an elevated customer experience.

With nationwide service and the largest fleet, we match you with the highest-rated operators for the best experience.

#### Buses when you need them

• +5,000 Motorcoaches, Mini-buses, and Sprinter Vans.

# Access to Preferred Operators

• Service to and from anywhere.

Equipped with amenities you need for each journey.



#### Great prices without sacrificing quality

 Based on real-time bus availability and pre-negotiated wholesale pricing PLUS additional 5% discount on all trips, with Booking Protection.

#### Peace of Mind

- With over \$1 Billion quotes in 2023, tens of thousands have already simplified their travel.
- \$10 million insurance coverage is twice the industry average.



## **CharterUP for Schools**

Thousands of schools nationwide trust CharterUP for safe, easy, and reliable charter transportation.

# Top-Rated Buses and Drivers



- Selected Based on superior on-time performance, safety record and customer reviews.
- Skilled drivers that prioritize safety, and exhibit patience and politeness to children and team members.

### Compliant with State/District/School Guidelines



- Approved Vendor status.
- Driver background checks and screens.
- Seat belts.
- Wheelchair accessibility.

#### **School Districts**

















#### **Private Schools**











# **charter** UP

## **Trip Manager**











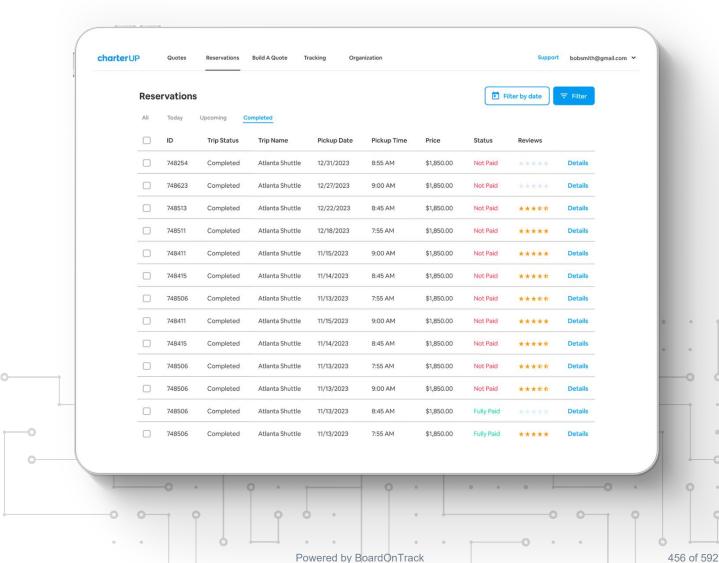
Easily build quotes and book trips.

Choose the right buses for each trip.

Share trip status, driver info and live tracking.

View upcoming trips and review past trips.

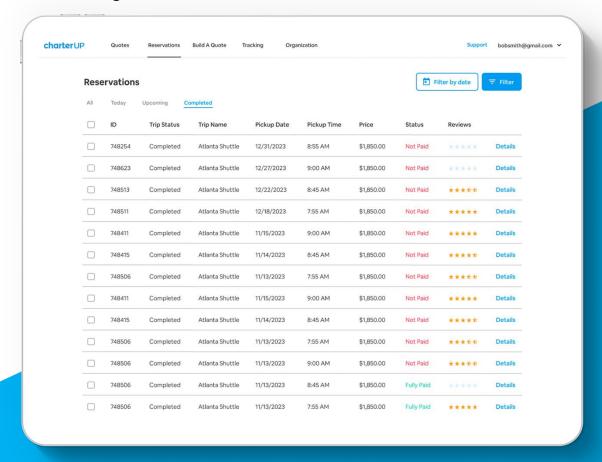
Pay invoices.



## **CharterUP Trip Manager**

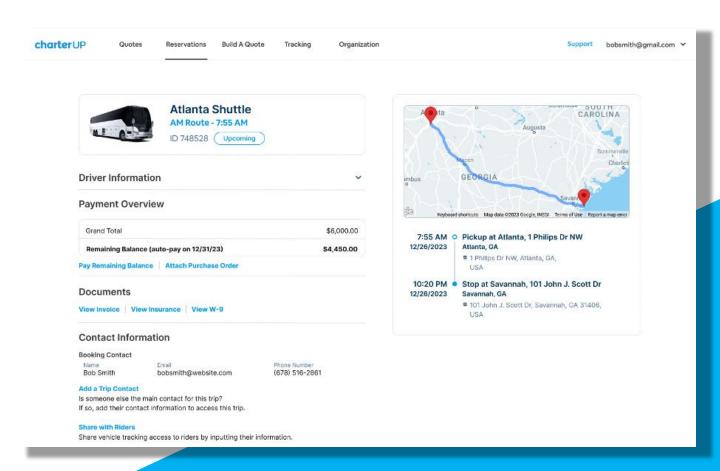
The Charter UP **Trip Planner** provides El Camino Real Charter School with a singular, intuitive point of access for all your transportation management needs. From this centralized platform, ECR staff can effortlessly:

- Book new reservations
- View all booked reservations
- Check real-time invoice status
- Access driver contact information
- •Manage itineraries with real-time editing capabilities
- Live vehicle tracking



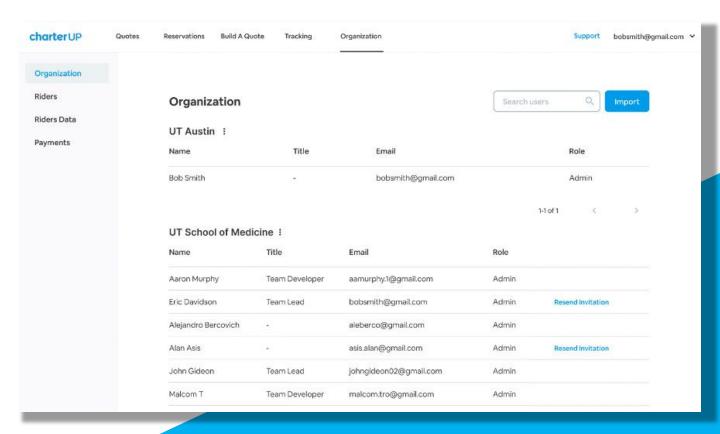
## **CharterUP Trip Manager - Reservations**

Through the dedicated **Reservations Manager**, El Camino Real Charter School gains comprehensive control over its transportation. This powerful tool empowers ECR staff to seamlessly **manage all trips**, add essential trip contacts, view and share detailed logistics, and efficiently pay invoices, all within one integrated system.



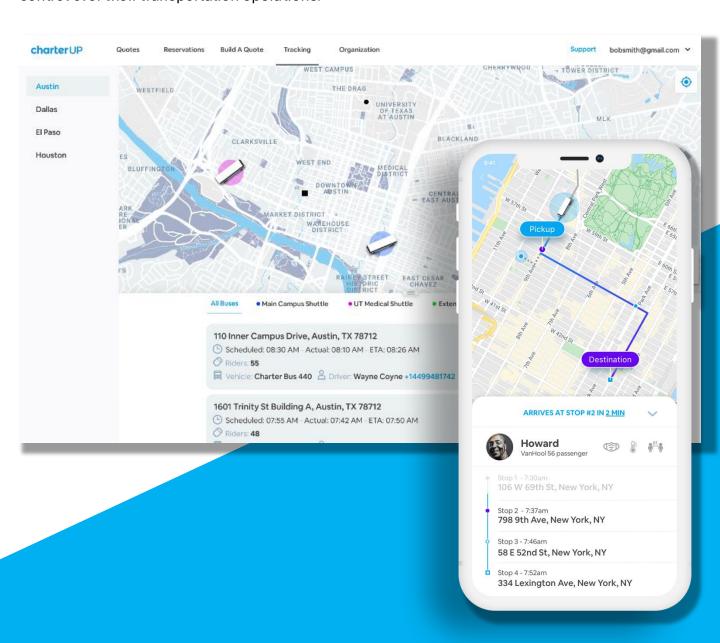
# **CharterUP Trip Manager – Organization Management**

The **CharterUP Organization Management view** empowers El Camino Real Charter with robust control over its transportation operations. Within this view, ECR can easily **assign administrators with editable restrictions**, ensuring appropriate access levels, and efficiently **designate trip contacts** for seamless communication and coordination.

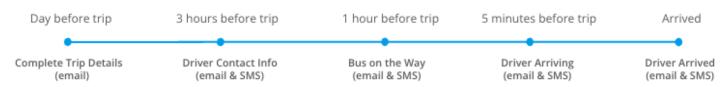


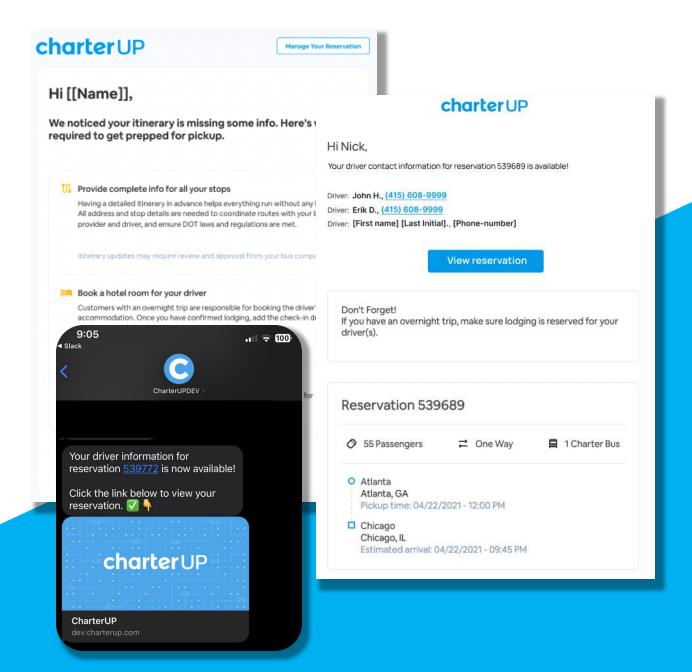
## **CharterUP Trip Manager – Live View**

The **CharterUP Reservation Manager** provides El Camino Real Charter staff with direct access to **Live View**. This powerful feature gives ECR staff real-time access to live bus locations and on-demand performance data, ensuring complete visibility and control over their transportation operations.



# **CharterUP Trip Manager – Day of Trip Experience**





## **Educational Experience**

# charter UP & KIPPS Public Schools

How CharterUP helps the nation's largest charter school network efficiently manage transportation.

KIPP Charter Schools, the largest charter school network in the United States, is committed to providing quality education to underserved communities. KIPP has revolutionized its student transportation system through its partnership with CharterUP. With over 265 successful trips transporting 28,000 children, KIPP Charter Schools have harnessed CharterUP's reliable and efficient services to ensure safe and convenient travel for their students. KIPP has streamlined its charter bus booking process so they can focus enhancing student access to educational opportunities outside the classroom. This collaborative effort between KIPP Charter Schools and CharterUP serves as a prime example of how innovative solutions can significantly impact the operational efficiency and overall experience of educational institutions, enabling them to better serve their students and communities.



## **Educational Experience**

# charterUP &



CharterUP helps Lifetime create an unforgettable summer at 112 camp locations.

Lifetime is a nationwide fitness club with a mission to provide entertaining, educational, friendly and inviting experiences of uncompromising quality that empower everyone to live a healthy and happy life. That mission extends to hosting community children at 112 summer camp locations. Unhappy with unreliable transportation operators and the hassles of managing multiple bus providers, Lifetime tuned to CharterUp for local shuttling of campers at the rate 650 trips per year. In addition to safe and reliable transportation, CharterUP provides a dedicated account manager, 24/7 support and easy trip booking and management.



# **Educational Experience**

## charterUP &

S | U | C | C | E | S | S A | C | A | D | E | M | Y C | H | A | R | T | E | R S | C | H | O | O | L | S

How CharterUP helps New York City's renowned charter school network stay ahead of the curve.

Success Academy, a network of 50 charter schools across New York City's five boroughs, is renowned for its dual mission: cultivating confident, critical thinkers and challenging educational policies that limit access to high-quality learning experiences. Demonstrating remarkable success, the Success Academy's Math and ELA passing rates consistently surpass those of its charter school and NYC Schools counterparts. Embracing innovation, Success Academy partnered with CharterUP in 2019 to streamline its field trip and extracurricular transportation, ensuring safe and dependable travel for its most precious asset. This collaboration is a testament to Success Academy's ethos that innovative solutions enhance the educational journey of their students.



## References

#### KIPP Schools Southern California

Contact: Dominique Veasey, Regional Operations Manager,

dveasey@kippsocal.org, (323) 427-9214

Location: Southern California

Project Delivered: March 2022 to present



KIPP Charter Schools, the nation's largest charter network committed to quality education for underserved communities, revolutionized its student transportation system through a strategic partnership with CharterUP. This collaboration has facilitated over 350 successful trips for more than 43,000 children, streamlining their bus booking process to enhance student access to educational opportunities outside the classroom.

#### **Aspire Public Schools**

Contact: Lee Banks, <u>lee.banks@aspirepublicschools.org</u>, (925) 204-0786

Location: Oakland, CA

Project Delivered: March 2023 to present



CharterUP has proudly supported Aspire Public Schools by providing reliable transportation for athletic events, field trips, and extracurricular activities. Aspire has booked more than 80 trips with CharterUP, utilizing our tech-driven platform makes booking and managing trips simple for school administrators while ensuring a great experience for students and staff alike.

#### Colorado Academy

Contact: Jon Hill, Director of Athletics

jon.hill@coloradoacademy.org (303) 710-2012

Location: Denver, CO

Project Delivered: February 2022 to present



Colorado Academy has partnered with CharterUP for over 65 trips, transporting more than 3,000 students to athletic events, academic competitions, and off-campus learning experiences. With a focus on comfort, reliability, and ease of booking.

## Safety is our Top Priority

CharterUP remains steadfast in its commitment to safety, with a special focus on industrial transportation clients, upholding stringent standards for employee health and safety. CharterUP comprehends the intricacies involved in meeting contract requirements, particularly those pertaining to employee safety.

The cornerstone of our safety commitment lies in our comprehensive Safety Program. We aim to deliver safe, reliable, consistent, and efficient passenger transportation services. Through our tailored training programs, employees adhere to stringent safety procedures, aligning with federal, state,



and local regulations, including OSHA guidelines. CharterUP insists on a safe working environment, enforcing policies and procedures, and conducting re-training when necessary – recognizing it as a fundamental corporate responsibility.

### The CharterUp Safety Program includes the following sections:

Details can be provided upon request

- Driver and Vehicle Safety Monitoring
- Driver Fatigue Management Program
- Driver Fatigue Awareness Training Program
- Accident Prevention: Safe Journey Management Plan
- Simple Steps to Safety Communication
- Accident Response, Investigation, and Reporting Procedures
- Hours of Service Regulations

- Substance Abuse Policies and Programs
- Driver Training Program
- New Hire Training: Providing a Strong Foundation
- Remedial Training: Addressing Concerns Promptly
- Evaluations: Regular In-Service Ride Checks
- Certifications: Ensuring Compliance with Regulations
- CharterUP's Commitment to Vehicle Maintenance

## **CharterUP Safety Program and Policy Statement**

CharterUP is dedicated to delivering safe, reliable transportation services. The program is designed to maintain the highest safety standards in our industry. Our program focuses on establishing clear safety standards, ensuring compliance with regulations, coordinating emergency responses, and effectively integrating technology for safety assurance. We adhere strictly to all relevant safety regulations and policies, continuously enhancing our safety management system.



### Rigorous Safety & Compliance Program

Ensuring industry-leading safety through strict national standards and continuous monitoring.



#### Certified Drivers

All drivers hold valid CDLs, clean driving records, and pass rigorous background, drug, and alcohol screenings.



### Real-Time Compliance Monitoring

Advanced technology tracks safety performance, supports audits, and ensures regulatory compliance.



#### Best-In-Class Insurance

Up to \$50M in excess and umbrela coverage—protecting every Passenger, every trip.



## Comprehensive Training

Ongoing driver education focused on safety, customer service, and operational excellence.

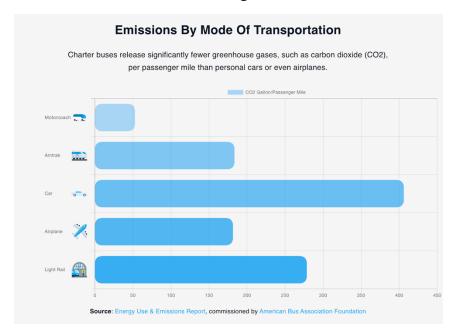


### **Technology-Driven Safety**

Equipped with devices to monitor vehicle health and driver behavior in real time.

## **Sustainability**

At Charter UP, we believe that transportation can and should contribute to a more sustainable future. In 2024, we transported over 4 million passengers across 8.5 million miles. This achievement wasn't just about scale—it was about reducing environmental impact. By optimizing group travel through charter buses, Charter UP helped prevent up to 350,000 metric tons of CO2 emissions from being released.



This reduction is supported by the American Bus Association's study on the environmental impact of bus travel. The study shows that a passenger emits an average of 406.1 grams of CO2 per mile in a private vehicle, compared to just 52.6 grams of CO2 per mile on a charter bus. By choosing CharterUP, our enterprise clients can reduce their carbon footprints significantly and align with their ESG and sustainability goals.

Charter UP's platform drives sustainability by optimizing routes, reducing unnecessary mileage, and supporting fuel-efficient operations. We work with over 600 operators who share our commitment to greener travel, including those with electric and low-emission vehicles. These efforts provide our clients with reliable transportation solutions that also meet their environmental objectives.



## **Pricing Structure: ECRCHS**

As CharterUP was not provided with a comprehensive scope of service for El Camino Real Charter High School's full bus needs, we are currently offering hourly rates for both Motorcoach and Minibus options. These provide an initial understanding of our competitive pricing.

We strongly invite the opportunity to conduct a more detailed evaluation of ECRCHS's complete transportation requirements. This will allow us to develop a full series of customized rates, ensuring the most precise, cost-effective, and efficient solutions tailored to your specific demands.

Through the CharterUP network, the largest in the industry, we are fully equipped to provide various types of SPAB (School Pupil Activity Bus) certified drivers to meet all safety and regulatory standards for your school.

Vehicle Type	5 Hour Rate	Added Hours
55 Seat Deluxe Motorcoach	\$1,100	\$215
28 Seat Mini Bus	\$890	\$175

# charterUP



## CharterUP Proof of Insurance

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#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/29/2025

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

this certificate does not confer rights to the certificate holder in it	ieu or su	ich endorsement(s).				
PRODUCER		CONTACT NAME: Oliver O'Connor				
Sterling Seacrest Pritchard, Inc. 2500 Cumberland Pkwy		PHONE (A/C, No. Ext): 404-832-8771 FAX (A/C, No.):				
Suite 400		E-MAIL ADDRESS: 00Connor@sspins.com				
Atlanta GA 30339		INSURER(S) AFFORDING COVERAGE	NAIC#			
License	#: 70726	INSURER A : Philadelphia Indemnity	18058			
INSCILLS	CHARTEC-01	INSURER B : Employers Preferred Insurance Co	10346			
CharterUp, LLC 6595 Roswell Rd Ste G291 Atlanta GA 30328		INSURER C: Great American Insurance Company	16691			
		INSURER D : Scottsdale Insurance Co	41297			
		INSURER E: Great American Risk Solutions Surplus Lines Ins Co	35351			
		INSURER F				

COVERAGES CERTIFICATE NUMBER: 1990094235 REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

	EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								
INSR LTR		TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	s
Α	Х	COMMERCIAL GENERAL LIABILITY			PHPK2686860-006	5/22/2025	10/1/2026	EACH OCCURRENCE	\$1,000,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
								MED EXP (Any one person)	\$5,000
								PERSONAL & ADV INJURY	\$ 1,000,000
	GE	L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
	Х	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
		OTHER:							\$
Α	AUT	OMOBILE LIABILITY			PHPK2686860-006	5/22/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		ANY AUTO						BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	Х	HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
									\$
Α	Х	UMBRELLA LIAB OCCUR			PHUB911812-006	5/22/2025	10/1/2026	EACH OCCURRENCE	\$5,000,000
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 5,000,000
		DED X RETENTION\$ 10,000							\$
В		KERS COMPENSATION	П		EIG253774907	9/1/2024	9/1/2025	X PER OTH-	
	ANY	PROPRIETOR/PARTNER/EXECUTIVE CER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	\$ 1,000,000
	(Mar	idatory in NH)	'A					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	DES	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
CDE	2nd	Excess Liability Excess Liability Excess Liability			XSF032382-02 XLS2005407 XS F250030	5/22/2025 10/1/2024 10/1/2024	10/1/2026 10/1/2025 10/1/2025	Aggregate Limit Aggregate Limit Aggregate Limit	5,000,000 \$10M X \$10M \$5M X \$20M
DES	CRIPT	ION OF OPERATIONS / LOCATIONS / VEHICL	LES (A	CORD	101, Additional Remarks Schedule, may b	e attached if mor	e space is requir	ed)	

4th Excess Liability - \$10M X \$25M

Carrier: Everest Indemnity Insurance Co. NAIC#: 10851

Policy Dates: 10/1/2024-10/1/2025

5th Excess Liability - \$10M X \$35M Carrier: Great American Insurance Co. NAIC#: 16691

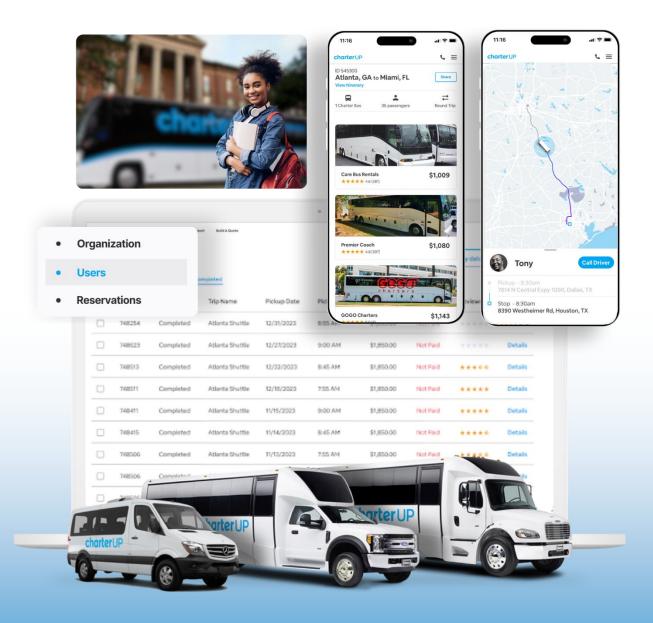
See Attached.

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
For Info Only	AUTHORIZED REPRESENTATIVE

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# charterUP

## Is The Solution



Proposed by Tony Glibkowski
Director of Sales & Operations I tony@charterup.com I 470-229-1691

## Response to

## **Request for Proposals**

June 30, 2025

# **El Camino Real Charter High School**

School/Charter Bus Transportation Services, RFP. No 0430241



# Santa Barbara Transportation Corp, dba Student Transportation of America



Response to: El Camino Real Charter High School



June 30, 2025

El Camino Real Charter High School 5440 Valley Circle Blvd. Woodland Hills, CA 91367 Via email: bids@ecrchs.net

Re: School/ Charter Bus Transportation Services, RFP No. 0430241

Dear El Camino Real Charter High School,

Santa Barbara Transportation Corp doing business as Student Transportation of America ("STA") is pleased to present this proposal in response to El Camino Real Charter High School's Request for Proposals No. 053020251. We are a California C corporation in good standing with the State of California. We view this proposal as a unique opportunity to continue our partnership that brings not only management expertise and cultural leadership, but a focus on student safety, well-being and community involvement that is distinctly unmatched in the industry. We feel extremely confident in our ability to meet and exceed the requirements of the District by drawing upon our years of experience and longstanding culture of compassion, caring and customer service. As the School's transportation partner, we will support the School's mission to provide safe, efficient transportation.

Please note that this proposal is made only for as-available transportation services. STA will accept trip requests based on its availability. There will be no financial penalties assessed nor contract default by the School due to STA not accepting/refusing trip requests due to a lack of buses or drivers.

Our team is available at any time to meet with the School staff to explain our proposal and our vision for providing Transportation Services. We look forward to the possibility of continuing to work with El Camino Real Charter High School. Please let me know if you have any questions concerning our bid.

Regards,

James Lasky

**Director of Business Development** 



**Jim Lasky** Director of Business Development

201 West Sotello Street Los Angeles, CA 90012 Phone: 323-421-7923 Cell: 323-513-5330 jlasky@ridemst.com www.ridesta.com

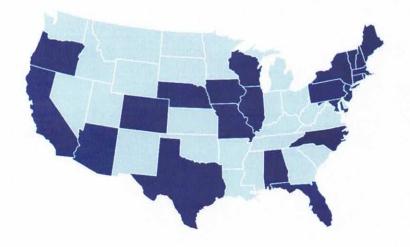


#### **COMPANY OVERVIEW**

Santa Barbara Transportation Corp is a member of the Student Transportation of America (STA) Family of Companies. We are backed by the support and resources of our North American parent organization while being able to maintain the relationships we have built over years of service to our local communities.

Founded in 1997 with the purchase of Santa Barbara Transportation Corp., Student Transportation of America ("STA") has consistently and steadily grown based on a safety-driven, family-oriented business plan and the idea that taking care of your employees, customers, and the communities where you operate translates into success – both for the customer and for the company.

STA was publicly traded on the NASDAQ and the Toronto Stock Exchange, and in 2018 transitioned to being a privately held organization led by our senior management team and our largest and longest-tenured shareholder, Caisse de depot et placement du Quebec, or "CDPQ". CDPQ is a long-term institutional investor with net assets of \$400 billion. This partnership gives us access to greater resources that allow senior management and staff members to spend more time with our employees and customers, to improve upon the safe operations we already have, and in creating new technologies that will enhance operations and provide more efficient services for our customers. STA's U.S. service area is highlighted in blue on the map below.



Student Transportation of America operates more than 22,000 vehicles in nearly 300 locations across North America, providing safe, on-time transportation to our customers while ensuring the workplace satisfaction and happiness of our team members. Student Transportation of America aims to change culture of school transportation by creating an atmosphere that

focuses on caring for the students who depend on the safety of our services every day.

We pride ourselves on outstanding customer service and view our school buses as extensions of the classroom. We always seek to utilize our extensive industry experience in order to offer our customers the best service possible, while providing cost-saving opportunities and maintaining a concentrated focus on individual needs.



#### MANAGEMENT AND ADVISORY PERSONNEL

#### **Executive & Senior Management**

#### **GENE KOWALCZEWSKI** – Chief Executive Officer

Gene has over 30 years of experience in the student transportation industry, focused on the operational, safety and financial disciplines of the business. Gene joined STA in 2009 as Director of Operation. In 2011, Kowalczewski was selected as Senior Vice President of Operations for Student Transportation of America's Northeast region, in 2018 was named Chief Operating Officer of STA's North American School Bus Operations and Chief Executive Officer in 2024. Prior to this Mr. Kowalczewski worked for Laidlaw Transit Inc. in the roles of Senior Vice President, Director of Operations and Business Development, and Area Controller. He has been recognized by the New York School Bus Contractors Association in 2008 and the National Association for Pupil Transportation in 2001 for his industry service. Kowalczewski serves on the Board of Directors for New York School Bus Contractors, Aurora Waldorf School, Academy of Aurora, and is active in his community's Boys and Girls Club.

#### RAJE DWARAKA - Chief Financial Officer

Raje Dwaraka has more than 25 years of finance leadership experience across public, private, and PE-backed companies. Prior to joining STA's Leadership Team as Chief Financial Officer, Ms. Dwaraka served as the CFO to Davis-Standard, and prior to that, the Chief Accounting Officer for Nielson IQ. Throughout her career, Ms. Dwaraka has keenly managed organizational growth through mergers and acquisitions and led financial teams in complex industries, positioning companies for continued success. Her deep understanding of how to drive operational efficiencies is instrumental in fostering sustainable growth for STA as the Company continues expanding its capabilities and services in new and existing markets. She is a Certified Public Accountant (CPA) and a Chartered Accountant (CA), earning her Bachelor of Commerce degree from Madras University, India.

#### **KIRK WILKIE** – Senior Vice President of Operations

Kirk has over 30 years of transportation and leadership experience. As the Senior Vice President and Chief Financial Officer for Durham School Services, he led the annual operating plan development and monitored all aspects of business performance for more than \$500 Million in revenue. As President of MV Transportation, Kirk was responsible for the leadership and management of an 18-state territory. As Senior Vice President with STA, he holds responsibility for all of the business activity for more than 50 operating locations, over 4,000 employees and more than \$300 Million in revenue.



#### **Regional Management Team**

The team of regional support staff are available to support the local team and provide oversight into their areas of responsibility.

#### **CAMERON NAZEMDADEH** – Vice President of Operations, California

Cameron has responsibility for the Operations of all STA locations in California. He oversees 15 locations and over 2,000 employees and is responsible for all operational and financial aspects of those locations. Cameron has a B.A. in Business Administration and over 13 years of high-level transportation management experience.

#### **LOU YOUNG** - Regional Director of Safety & Training

Lou has oversight responsibility for the STA locations in California, Oregon, Arizona, Idaho and Colorado. Some of his responsibilities include behavioral safety training for drivers and staff along with ensuring DOT and FMCSA compliance. Lou specializes in collision and injury mitigation, OSHA compliance, drug and alcohol program management, curriculum development, claims management, emergency response and is part of the team responsible for the company having the industry's leading safety record. He has over 22 years of passenger transportation experience.

#### **DEB DALY** - Regional Director of Financial Operations

Deb oversees Finance and Accounting responsibilities for STA's West Region from budget creation to monthly financial closings. Deb has a BS in Accounting from West Chester University. She has been with STA for 6 years and has 18 years of financial experience.

### **ALEC FROST** - Regional Operations Applications Manager

Alec has oversight responsibility for STA locations in California, Oregon, Arizona, Idaho and Colorado. He oversees the rollout of new software programs in this territory along with supporting over 25+ locations with their existing application needs, with heavy emphasis in the areas of bus routing, billing, and payroll. Alec has a number of years of solid management experience. He was previously the Operations Manager at STA's Goleta, CA terminal.

### **<u>HEIDI FROST</u>** – Regional Director of Recruiting

Heidi is responsible for the execution of recruiting campaigns for all transportation employees in the Central and West Region. She manages a team of Hiring Managers and Coordinators to process potential candidates through our hiring pipeline. Heidi's team over the years has driven the highest applicant flow of any STA region. From 2009 to 2016, she was a trusted professional with expert knowledge in corporate and non-profit fundraising, marketing, recruiting, and communications. Prior to 2009, Heidi was the Office Manager for Santa Barbara Transportation where she prepared and processed payroll for school bus drivers, submitted billing to county offices for our contracted bus service and recruited/ managed drivers. Heidi joined STA in 2016.



#### **BRIAN URWIN** - Regional Director of Maintenance

Brian is a 20 year veteran of commercial bus maintenance and repair and is an ASE Master Certified Technician. He has risen through the ranks, starting as a repair technician and subsequently moving into management roles based upon his experience and leadership. He has an extensive background in maintenance, startups, and operations, to include deep knowledge and experience with DOT, EPA, and OSHA, achieving exemplary results in all. Brian oversees 60+ locations in all aspects of fleet and facilities maintenance, vehicle repair, parts and bus ordering & vendor selection.

#### STEVE ALLEN - Regional Director of Human Resources

Steve has more than 33 years of extensive hands-on human resources experience. Areas of expertise include handling employee relations issues, labor relations, change management and culture establishment. He has worked in consulting and manufacturing environments, providing HR support. Steve joined STA in 2018, and in his current role is responsible for assisting operational partners with employee issues that include coaching and mentoring of all employees, changing managing organizational culture and providing counsel to management. In addition to building strong relationships with STA's internal and external customers, Steve initiates innovative strategies to curb turnover and continues to keep the pipeline of quality candidates in the applicant pool for terminals to train and utilize in their daily locations.

#### **Local Management Team**

<u>XIOMARA BENEVIDES</u> – Operations Manager - North Hollywood/Van Nuys
Hired by STA in 1998 as a Driver and working her way up through the ranks to her current
position, Xiomara has over twenty five years of transportation and management
experience. She has excellent experience in managing organizations of different sizes.
Her strengths include customer service, safety compliance, driver recruiting, operations
troubleshooting and leadership. She currently oversees the operations in North
Hollywood/Van Nuys.

#### **Drivers**

Our qualification standards have been developed to ensure that all drivers share our values and goals of operating in a safe, legal, and courteous manner. We ask our employees to maintain the type of professional attitude that will reflect positively on themselves, STA, and the districts we serve. Drivers represent the school district in the community and should be able to help generate a positive public image by setting a good example of conduct for the students they transport.



All applicants must be properly qualified per the standards specified in the State Laws and Regulations, as well as the Standards of the State Department of Education. A criminal background check will be processed for every applicant, including a Federal fingerprint screening for all drivers and other transportation personnel. A sexual offender check will be conducted, including a check on the State's Sex Offender Registry and the United States Justice Department DRU Sjodin National Sex Offender Public website. We will obtain and review Department of Motor Vehicle Reports for each applicant. A physical exam and pre-employment drug and alcohol screening will be conducted, as required by the Federal Department of Transportation and Federal Highway Amendment regulations.

Those individuals who become drivers for Student Transportation of America undergo continual monitoring of background checks and motor vehicle reports. At each of our facilities, our Operations Manager has access to the criminal background database. If one of our employees is added to this database, a confidential email is sent to our Operations Manager. At minimum, each drivers' DMV report is reviewed every twelve months.

Student Transportation of America is an equal opportunity and affirmative action employer; employees offered employment with us are identified on the basis of their abilities, experience, training and personal character without regard to race, religion, creed, color, national origin or gender.



To operate a school bus or vehicle for Student Transportation of America, individuals must possess the following criteria which, at a minimum, will be applied to all new hires:

- United States citizenship or a valid work permit
- Minimum age of 21 years at time of application
- Minimum of three (3) years driving experience
- Valid Commercial Driver's License with passenger and school bus endorsements
- Valid current School Bus Driver's Permit
- Current physical fitness exam with negative drug test
- Satisfactory driving record that meets our insurance standards
  - No preventable accident for the past three (3) years
  - No more than two (2) moving violations within the past three (3) years
  - Not have been convicted of an offense involving the operation of a motor vehicle while impaired or under the influence of alcohol or any controlled substance within the past ten years.
- Federal background check and release form clear of any criminal convictions and reports of child abuse or neglect or similar offenses
- Ability to perform all requirements as outlined in the job description



While we are training applicants, we look to ensure they demonstrate a commitment and desire to work with children and drive safely, that they can understand and retain the training materials, that they are punctual and have good attendance during the training sessions. These are all areas that might cause an Applicant or Trainee to be rejected.

#### ON-GOING MONITORING OF DRIVER RECORDS

An important part of our Safety Program is making sure that all drivers are up to date on all of their training, certifications, physicals, and background checks. STA has a two-step process to ensure every driver has all the necessary credentials prior to transporting children.

The complete employee file for each new driver must be transferred into the credentialing system through our third-party background screening automations and reviewed by either the area safety manager or regional director of safety and training. The driver cannot transport students until the facility gets the final approval of the director/manager.

STA uses Avatar DriverHub to track employee credentials. This is a document-based software with a management dashboard used to monitor credential expiration dates. The system has unique features including expiring document notifications, driver smartphone upload capabilities, automations with our HR systems for up-to-date driver information, and third-party background screen automations. This system provides easy access to a driver's driver qualification file from anywhere. It is easy to use for our management teams and allows ongoing auditing to ensure compliance.

All drivers and supervisors (trainers) associated with the transportation of the school's students must complete the basic bus driver education program and continuing education program, as required by the Department of Education. Prior to actual service as a driver on any route, all new drivers are required to complete a minimum of forty-three (43) hours of training. Applicants who have driven a school bus within the past year and possess a current CDL with appropriate endorsements will be required to complete a minimum of 14 hours Classroom and a minimum of 4 hours Behind-the-Wheel training. Any applicant holding a current license who has not driven a school vehicle at least 365 days must undergo the complete training course. STA will maintain complete training records for all transportation employees.

STA uses the national-recognized program, The Driver Training Course, comprised of 25 instructional modules with accompanying study guides and posters that are designed to help drivers become safer and more professional in their duties. This program provides extensive information in Classroom training and Behind-the-Wheel instruction.



Road test evaluations must be successfully completed by each driver prior to an offer of employment and the transportation of any students, and again on an annual basis. This measure helps to ensure driver compliance with all safety requirements and regulations.

In-service training is required of all driver/monitors, at a minimum of ten (10) hours per school year, devoted to improving skills, knowledge, and attitude. Additionally, retraining may be assigned as needed after a driver's evaluation or a preventable accident.

Each year in October, Student Transportation of America and the STA Family of Companies supports the National Association for Pupil Transportation (NAPT) in recognizing National School Bus Safety Week. We utilize this time to share resources for our students and schools with information to help students feel comfortable with the changes on the school bus, along with fun and engaging activities to help kids safely pass the time on their ride to and from school while learning fun facts about "the big yellow bus". National School Bus Safety Week is also an opportunity for managers to invite members of the local School Board and other district officials to attend safety meetings or coordinate with the local police department or members of the Highway Patrol to visit the terminal to share information about additional road safety. Other events throughout the week include poster contests with local schools and award ceremonies for accident-free and safe driving records.





#### RELEVANT EXPERIENCE

#### EASTSIDE UNION SCHOOL DISTRICT

45006 30<sup>th</sup> St East, Lancaster, CA 93535 Dr. Joshua Lightle, Superintendent Email: jlightle@eastsideusd.org

#### FONTANA UNIFIED SCHOOL DISTRICT

9680 Citrus Avenue, Fontana, CA 92335 Mary Stevens, Transportation Director Email: mary.stevens@fusd.net

#### JURUPA UNIFIED SCHOOL DISTRICT

4850 Pedley Road, Jurupa Valley, CA 92509 Robert Cmelak, Director of Transportation Email: Robert\_cmelak@jusd.k12.ca.us

#### 2003 - PRESENT

15 Buses 661-456-6316

#### 2016 - PRESENT

25 buses 909-357-7510, ext 29500

#### 2015 - PRESENT

10 Buses 951-360-2736



#### TRIP PRICING FOR EL CAMINO REAL CHARTER HIGH SCHOOL

Student Transportation of America's pricing is based on hours of live time service. Live time is defined as starting when the bus arrives at the school to load passengers, generally, 15 minutes prior to departure time unless the Customer requests a different time. The billable time then runs straight through until the bus delivers the passengers back at the pickup point.

The basic trip rate includes up to five hours of live time service. The excess Hourly rate is assessed when service is required beyond five hours per trip. Additional service hours will be charged at the excess hourly rate in fifteen-minute increments, rounded up after 7 minutes.

One way trips are billed "gate-to-gate" rather than live time and may be subject to a mileage surcharge if the total gate to gate mileage is over 75 miles. Gate-to-gate billable time starts when the bus leaves the STA terminal to make the initial passenger pickup and continues straight through until the bus returns to the terminal after dropping off the group at their destination.

The pricing provided below is valid for the period July 1, 2025 through June 30, 2026 provided that the School and STA enter into a mutually agreeable contract that outlines the terms of service. A sample agreement will be provided upon request. The contract may be extended by mutual agreement in one year increments with pricing to be negotiated.

#### School Buses:

Bus Size	Up to 5 hours of Service	Excess Hourly Rate
82 passenger (54 HS students)	\$820.00	\$110.00
72 passenger (48 HS students)	\$760.00	\$110.00
Wheelchair accessible bus	\$760.00	\$110.00

Any tolls, bus parking or bus entrance fees will be paid by the School.

Any trip cancelled less than 48 hours before the scheduled pickup time is subject to a cancellation fee of \$600.00.

Payment terms: net 30 days.



#### **INSURANCE**

ACORD 25 (2016/03) 1 of 2 #S45482630/M45286971

Student Transportation of America has insurance policies in place that exceed the School's requirements. Upon signing a contract, the School will receive a certificate of insurance, naming the School as an additional insured on our policies.

STUDETRAS

Client#: 1862985

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Santa Barbara Transporta		p apa	URER 8 : Lexings		rance Company		19437
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Goleta, CA 93117			URER F : Lloyd's				SURPLU
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**JFSZP** 

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#### REFERENCES

Student Transportation of America is proud to offer the following customer references.

**HESCHEL SCHOOL** 

Sarah Schultz, Chief Financial Officer 17701 Devonshire Street Northridge, CA. 91325 sarah.schultz@heschel.com 2014 - PRESENT

5 Buses (818) 368-5781

**SAN BERNARDINO COUNTY Superintendent of Schools** 

4595 Hallmark Pkwy, San Bernardino, CA 92407 Richard De Nava, Chief Business Officer Email: Richard.denava@sbcss.net 2015-PRESENT

65 buses 909-388-5768

LAURENCE SCHOOL

13639 Victory Blvd | Valley Glen, California 91401 Shawn Shahmiri, Chief Financial Officer Email: sshahmiri@laurenceschool.com 2024 - PRESENT

5 buses 818-782-4001

**RIALTO UNIFIED SCHOOL DISTRICT** 

260 S. Willow Avenue, Rialto, CA 92376 Dora Parham, Director of Transportation Email: dparham@rialto.k12.ca.us 2018 - PRESENT

50 buses 909-820-7862

**OAKWOOD SCHOOL** 

11600 Magnolia Blvd, N. Hollywood, CA 91601 Nvard Chukulyan, Transportation Coordinator Email: nchukulyan@oakwoodschool.org 2012 - PRESENT

3 Buses 818-732-3051

## ZERO TOLERANCE DRUG AND ALCOHOL POLICY FOR EMPLOYEES IN SAFETY-SENSITIVE JOB FUNCTIONS (FMCSA)

**Summary**: This is a zero-tolerance policy covering this school bus system and is applicable to all Student Transportation of America employees who are incumbents in safety-sensitive positions, to all applicants or employees who may apply for or who may transfer to a safety-sensitive position and to contractors who perform safety-sensitive job functions. This program was initially installed by this corporation January 1, 2018.

The Drug and Alcohol Program Manager/Designated Employer Representative for this location is:

Jacob Ortiz

Date this revision of the Student Transportation of America Drug and Alcohol Policy was installed at this location:

7/1/2024

#### I. INTRODUCTION

STA is dedicated to providing safe, dependable transportation services to our passengers. We are also dedicated to providing a safe, drug and alcohol-free workplace for our employees.

Drug and alcohol testing is mandated by the Federal Motor Carrier Safety Administration (FMCSA) and the U.S. Department of Transportation (DOT) in 49 CFR Parts 40 & 382. All references to Parts and Sections in this policy shall be to Title 49 of the Federal Code of Regulations (CFR). All drug and alcohol testing are conducted in accordance with these regulations. The following policy and procedures will apply to you based upon the job functions you perform for Student Transportation of America.

STA reserves the right to apply more stringent standards in support of safety at the discretion of the company.

This program became effective on January 1, 1995.

#### II. POLICY ADOPTION

The STA Board of Directors has adopted this policy.

Note: Additional requirements and/or disciplinary actions established under STA's own authority are entered in *ITALICS*.

#### III. EMPLOYEE CATEGORIES SUBJECT TO TESTING

Employees subject to the provisions of the anti-drug and alcohol misuse prevention program are all safety-sensitive classifications. Safety sensitive function means any of the following duties, when performed by employees of STA or its contractors or sub-contractors:

This policy applies to every employee whose position requires the possession of a commercial driver's license (CDL); every employee performing a "safety-sensitive function" as defined herein, and any person applying for such positions.

Under FMCSA, an employee is performing a safety sensitive function if they are:

Any employee who holds a commercial driver's license (CDL)

- Means all time from the time a driver begins to work or is required to be in readiness to work, until the time he/she is relived from work and all responsibility for performing work.
- STA reserves the right to classify other positions as safety sensitive not covered under the Federal Regulations (e.g., van drivers, monitors, mechanics etc.)

Supervisors are subject to the provisions *only* if they perform or may be called upon to perform a safety-sensitive function.

STA will conduct drug and alcohol testing for any or all positions including contractors not mentioned in the previous classifications. Non-regulated employees will be tested using a non-Federal Chain of Custody.

Participation in the drug and alcohol testing program is a requirement of each safety sensitive employee, and therefore, is a condition of employment.

#### IV. PROHIBITED BEHAVIOR

Employees are also prohibited from working while under the influence of prohibited drugs, including both over-the-counter and prescription medications, or any controlled substance as outlined in the federal regulations 49 CFR Part 40. Specifically, the company will test for the following drugs or classes of drugs; marijuana metabolites, cocaine metabolites, amphetamines, opioids, and phencyclidine (PCP).

All safety-sensitive employees must notify their managers of their use of all prescription and non-prescription medications by disclosing that they are using such a medication containing either a prohibited substance or which may cause possible side effects related to driving or the operation of machinery. The manager will immediately advise the DER, who will then provide the employee with a letter directed to the employee's prescribing physician. Until the employee's physician replies to this letter on letterhead from his/her practice, the employee will be prohibited from performing all safety-sensitive job functions, including driving.

- (1) All covered employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body above the minimum thresholds defined in 49 CFR Part 40, as amended.
- (2) Each covered employee is prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safetysensitive job functions. An alcohol concentration of 0.02 % or greater is

- considered a violation under this policy. If an on-call employee has consumed alcohol within four hours of being requested to report, they must acknowledge the use of alcohol at the time that they are called to report for duty. The employee will be directed not to report for duty.
- (3) STA shall not permit any covered employee to perform or continue to perform safety-sensitive functions if it has actual knowledge that the employee is using alcohol in violation of the policy or a controlled substance without a valid prescription and safety sensitive authorization from the prescribing physician.
- (4) Each covered employee is prohibited from reporting to work or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.02 or greater regardless of when the alcohol was consumed.
- (5) No covered employee shall consume alcohol for eight (8) hours following involvement in a crash (accident) or until he/she submits to the post-crash (accident) drug/alcohol test, whichever occurs first.
- (6) No covered employee shall consume alcohol within four (4) hours prior to the performance of safety-sensitive job functions.

STA prohibits the use, possession, transport, distribution, promotion, sale or being under the influence of drugs or alcohol by an employee while on duty or on any Student Transportation of America premises or vehicle is absolutely prohibited and will result in immediate separation of employment. "Student Transportation of America premises" is used in its broadest sense and includes all land, property, buildings, structures, installations, vehicles and any means of conveyance owned or leased by the company or otherwise being used for company business.

Employees covered by this policy can be tested for prohibited drugs anytime while on duty. The possession or use of alcohol on company premises or while in the course of conducting company business is strictly prohibited. Alcohol tests are conducted just before, during, and just after the employee's performance of a safety-sensitive function. Covered employees are prohibited from reporting to or remaining on duty with an alcohol concentration of 0.02 or greater.

# V. EMPLOYEE SELF-REFERRAL INTO A SUBSTANCE ABUSE TREATMENT PROGRAM

It is STA's policy that a safety sensitive employee may refer himself or herself, prior to being notified of or otherwise subject to an upcoming substance abuse test, into a substance abuse treatment program. Such requests for assistance must be reported to the appropriate manager or HR representative. Prior to being returned to safety sensitive duties the employee must demonstrate satisfactory completion of the treatment program enrolled, be subject to a Non-DOT return to duty drug and alcohol

test, and subsequent follow up testing as directed by the treatment provider and/or STA.

#### VI. CIRCUMSTANCES FOR TESTING

All circumstances requiring testing under Student Transportation of America's own authority (separate from DOT) will be conducted using Non-DOT Drug and/or Alcohol Custody and Control forms or their electronic equivalent.

#### A. Pre-Employment

Following a conditional offer of employment, applicants for all safety-sensitive positions will undergo controlled substances testing as a condition of employment. Applicants will be notified of the testing requirement during the application process.

A verified negative test result is required prior to performing any safety-sensitive function and is a condition of employment. If the test is cancelled, the applicant must re-take the test and receive a verified negative test result prior to performing any safety-sensitive function and is a condition of employment.

A negative dilute specimen does not require a retest unless directed by the MRO. While §40.197(b) authorizes an employer to obtain one additional test following a negative dilute result (in pre-employment or other testing situations), a negative dilute test result is a valid negative test for DOT's purposes.

Applicants must sign a release to consent in contacting former employers to determine whether he/she has ever had the following: a positive drug test, an alcohol test of .04% BAC or greater, refused to be tested or any other violations.

Current employees transferring into safety-sensitive positions will not be allowed to perform safety sensitive duties until the employee undergoes a pre-employment drug test with a verified negative result. Additionally, any current employee returning to a safety sensitive position after a period of 30 days or more, and who has been out of the random pool during this time, must undergo a pre-employment drug test with a verified negative result before performing safety sensitive duties.

#### B. Reasonable Suspicion

All employees shall be required to submit to a reasonable suspicion drug and alcohol test when a supervisor or company official suspects the employee is not "Fit for Duty". Employees failing to follow supervisor's / manager's directives will be deemed to have "Refused to be Tested". The testing referral will be made by a trained supervisor or company official based upon specific, contemporaneous, and articulable observations concerning the appearance, behavior, speech, or body odor

of the employee. A written record shall be made of the observations leading to an alcohol or controlled substances reasonable suspicion test, and signed by the supervisor or company official who made the observations, within 24 hours of the observed behavior or before the results of the alcohol or controlled substances tests are released, whichever is earlier.

It is STA's policy that in any Reasonable Suspicion circumstance, a supervisor will transport the employee to an appropriate collection site facility and await the completion of the collection procedure and breath alcohol testing. The Supervisor will then transport the employee back to STA premises, where a spouse, family member, or other individual will be contacted to transport the employee to his/her home. In the event no such individual is available, STA will transport the employee to his/her home. If the employee refuses to agree to be transported and attempts to operate his/her own vehicle, STA will make appropriate efforts to discourage the employee from doing so, up to and including contacting local law enforcement officials. Any employee, failing to cooperate with the procedures described above, will be subject to disciplinary action up to and including termination of employment.

It is the policy of STA that any employee required to submit to a reasonable suspicion test will be suspended pending the outcome of the drug and/or alcohol test. The employee will be placed on an Administrative Suspension pending the results of the drug and alcohol tests. Employees placed on an Administrative Suspension must be in a position to be easily contacted by STA once the results of the Substance Abuse Test are reported. Employees who cannot be easily contacted within a reasonable time period will be considered to have abandoned their job and are subject to termination.

If the employee tests negative, he or she may return to work in their position and will be reimbursed for any regularly assigned work lost.

#### C. Post-Crash (Accident) (DOT)

As soon as practicable following an occurrence involving a commercial motor vehicle operating on a public road in commerce, each employer shall test for drugs and alcohol for each of its surviving drivers who was performing safety-sensitive functions with respect to the vehicle, if the crash (accident) involved the loss of human life; or who receives a citation a moving traffic violation arising from the crash (accident), if the crash (accident) involved:

- Bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the crash (accident), or
- One or more motor vehicles incurring disabling damage as a result of the crash (accident), requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

Post-crash (accident) alcohol tests will be conducted as soon as possible following the crash (accident). If the post-crash (accident) alcohol test is not completed within eight hours of the crash (accident), the company will cease attempts to obtain a specimen and update the two-hour report as to why. Post-crash (accident) drug tests will be conducted as soon as possible, but no longer than 32 hours following the crash (accident).

If STA is unable to perform post-crash (accident) tests within the required period of compliance, STA will use the test results administered by Federal, State or local law enforcement personnel under its own authority, provided the results are obtained by STA in conformance with the law.

Any covered employee subject to post-crash (accident) testing who fails to remain readily available for such testing, including notifying the company of his or her location if he or she leaves the scene of the crash (accident) prior to submission to such test, will be deemed by the company to have refused to submit to the post-crash (accident) testing.

Any safety-sensitive employee involved in a crash (accident) must refrain from alcohol use for eight hours following the crash (accident) or until he/she undergoes a post-crash (accident) alcohol test. Any safety sensitive employee who leaves the scene of a crash (accident) without justifiable explanation prior to submission to drug and alcohol testing will be considered to have refused the test.

#### Post-Crash (Accident) Testing Tree

FMCSA Type of crash involved	Citation issued to the CMV driver	Test must be performed by employer		
i. Human fatality	YES NO	YES YES		
ii. Bodily injury with immediate medical treatment away from the scene	YES NO	YES NO		
iii. Disabling damage to any motor vehicle requiring tow away	YES NO	YES NO		

#### D. Random

Employees in safety sensitive positions will be subjected to random, unannounced testing for drugs and alcohol. STA will select employees for random drug and alcohol tests to be in compliance with the rates required by the DOT (currently

50% for drugs and 10% for alcohol, annually); however, STA reserves the discretion to test at higher rates. The selection of safety-sensitive employees for random drug

and alcohol testing will be made using a scientifically valid method that ensures each covered employee has an equal chance of selection each time selections are made. Management does not have any discretion as to who will be selected. The random tests will be unannounced and spread throughout the year, the random period, all days of the week, and all hours when safety sensitive functions are performed. Random drug tests may occur at any time safety sensitive functions are performed. Random alcohol tests will occur just before, during, or just after the employee performs safety-sensitive work. Employees are required to proceed immediately to the collection site upon notification of their random selection.

#### E. Return to Duty and Follow-Up Testing

STA has a "zero tolerance" policy. Employees seeking assistance for substance abuse on a voluntary / self-referral basis where no violation has occurred, will be subject to the return-to-duty process. Successful completion of whatever treatment program was enrolled will be required to be documented and provided to STA HR. Prior to seeking reinstatement after a voluntary/self-referral basis that did not involve a DOT positive test or refusal, an employee will be required to undergo a Non-DOT return to Duty drug and alcohol test and may be subject to Non-DOT follow up testing as determined by treatment provider and /or STA.

Under STA authority, the requirements for return-to-duty and follow-up testing will apply to any employee who completes a self-referred substance abuse program. (Return to Duty and Follow Up testing conducted under Student Transportation of America, authority will be conducted using a NON-DOT chain of custody form after a voluntary/self-referral that did not involve a DOT positive test or refusal. Contact your Corporate Drug and Alcohol Program Manager if there are questions).

#### VII. BEHAVIOR THAT CONSTITUTES A REFUSAL TO TEST

- (1) Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer, consistent with applicable DOT agency regulations, after being directed to do so by the employer. This includes the failure of an employee (including an owner-operator) to appear for a test when called by a C/TPA (see §40.61(a);
- (2) Fail to remain at the testing site until the testing process is complete. Provided, that an employee who leaves the testing site before the testing process commences (see §40.63(c)) a pre-employment test is not deemed to have refused to test.
- (3) Fail to provide a urine specimen for any drug test required by parts 40 or 382 or DOT agency regulations. Provided, that an employee who does not provide a urine specimen because he or she has left the testing site before the testing process commences (see §40.63(c)) for a pre-employment test is not deemed to have refused to test.

- (4) In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of the driver's provision of a specimen (see §40.67(I) and 40.69(g)).
- (5) Fail to provide a sufficient amount of urine when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure (see §40.193(d)(2)):
- (6) Fail or declines to take a second test the employer or collector has directed the driver to take.
- (7) Fail to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER under §40.193(d). In the case of a pre-employment drug test, the employee is deemed to have refused to test on this basis only if the pre-employment test is conducted following a contingent offer of employment.
- (8) Fail to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process); or
- (9) Is reported by the MRO as having a verified adulterated or substituted test result.

A refusal to test constitutes a violation of the regulations and this policy and carries the same consequences as a positive test result. Any employee who refuses to submit to any drug or alcohol test will be removed from safety sensitive work and provided resources for seeking assistance with substance abuse. It is STA's policy that refusal to submit to any drug or alcohol test will also result in termination of employment.

#### F. Drug and Alcohol Clearinghouse

In accordance with FMCSA Drug and Alcohol Clearinghouse STA and/or our appointed Third-Party Administrator (TPA) is required to work through the federal query requirements for the following employees:

- Full Queries for Pre-Employment CDL and CLP holders
- Limited Queries annually for all CDL holders
  - Full Query if Record is Found in a Limited Annual Query
- Reporting of Violations for CDL and/or CLP holders

#### IX. TESTING PROCEDURES

All drug and alcohol testing will be conducted in accordance with 49 CFR Part 40, as amended, which ensures the protection of the employee and the integrity of the testing process. Testing information is available at:

https://www.transportation.gov/odapc/part40

If requested, the driver shall sign a consent form authorizing the medical clinic or, in the case of an alcohol test, a certified breath alcohol technician, to withdraw a specimen of blood, urine and/or breath and the release of the results of the laboratory testing to Company and the MRO.

#### A. Collection Site

All drivers tested must provide a blood, urine and/or breath specimen for testing purposes at a Company designated collection site. The collection site will have necessary personnel, materials, equipment, facilities and supervision to provide for the collection, security, temporary storage and, if necessary, the transportation or shipment of the samples to an approved laboratory.

#### B. Accreditation

In accordance with applicable DOT regulations, all laboratories used by Company to perform drug tests will be required to perform all of the necessary testing procedures and will be certified by the U.S. Department of Health and Human Services ("DHHS") under the National Laboratory Certification Program. In addition, all breath alcohol technicians ("BAT") or screening test technicians ("STT") used by Company to perform alcohol breath tests will be qualified pursuant to the requirements of 49 C.F.R. 40.213. In addition, each evidential breath testing device ("EBT") used for alcohol breath testing will meet the minimum requirements of 49 C.F.R. 40.229.

#### C. Medical Review Officer

A qualified MRO has been appointed by Company to review, interpret and report positive drug test results. The MRO is a licensed physician knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of alcohol and other drugs. The MRO is knowledgeable of substance abuse disorders and has appropriate medical training to interpret and evaluate a driver's positive drug test result together with his or her medical history and other relevant biomedical information. The MRO shall perform the responsibilities of that position as required under applicable DOT regulations.

#### D. Chain of Possession Procedures

All chain of possession procedures shall be in accordance with applicable DOT regulations to ensure that the samples tested are those of the drivers from whom they were obtained.

#### E. Laboratory Testing Methodology

Drug tests will be conducted to screen the presence of the following drugs and their metabolites: marijuana, cocaine, opioids, amphetamines and PCPs. All specimens identified as positive on the initial test shall be confirmed using chromatography/mass spectrometry (GC/MS) techniques. Specimens which test negative on either the initial test or the GC/MS confirmatory test shall be reported as

negative. "Under the influence" is defined as having the presence of an illegal drug or a drug metabolite in a driver's system as determined by appropriate testing of a bodily specimen that is equal to or higher than the levels specified below for the confirmation test. Equal to or higher test levels shall constitute a positive test subject to verification by the MRO. The following table establishes the current acceptable cutoff levels for testing purposes, and, if these established cutoff levels are changed, modified or revised by DOT or any other federal regulatory agency, the cutoff levels set forth below will automatically be changed to comply with the revised levels:

Substance	Initial Test Level	Confirmatory Test Level
Marijuana Metabolite	50 ng/ml	15 ng/ml
Cocaine Metabolite(s)	150 ng/ml	100 ng/ml
Opioid Metabolites (Morphine, Codeine)	2000 ng/ml	2000 ng/ml
Opioid Metabolites (Hydrocodone, Hydromorphone)*	300 ng/ml	100 ng/ml
Opioid Metabolites (Oxycodone, Oxymorphone) *	100 ng/ml	100 ng/ml
6-Acetylmorphine	10 ng/ml	10 ng/ml
Amphetamines (Amphetamine, Methamphetamine)	500 ng/ml	250 ng/ml
Phencyclidine (PCP)	25 ng/ml	25 ng/ml
MDMA / MDA	500 ng/ml	250 ng/ml

<sup>\*</sup>Effective January 1, 2018.

All testing procedures will be performed in accordance with DOT regulations.

Alcohol tests will be conducted by a certified BAT or STT using a calibrated EBT device or other such device or testing method approved in accordance with applicable DOT regulations. The BAT will first complete a Breath Alcohol Testing Form, which is to be signed by the tested driver. Prior to completing the test, the BAT will require the driver to provide a photo identification. The BAT will then explain the alcohol testing procedure to the driver. Refusal by the driver to sign the form shall be regarded as a refusal to take the test. The BAT will next instruct the driver to blow forcefully into the mouthpiece of the testing device for at least six seconds or until the testing device indicates that an adequate amount of breath has been obtained. If the result of the screening test is a breath alcohol concentration of less than 0.02 percent, the BAT shall sign the testing form certification noting the negative result.

If a tested driver shows a breath alcohol concentration of at least 0.02 percent, a confirmation test must be conducted within 20 minutes after completing the screening test. Before the confirmation test is administered, the BAT shall ensure that the testing device registers at 0.00 percent on an air blank. The result of the

confirmation test shall be affixed to the back of the Breath Alcohol Testing Form. All alcohol testing procedures will be performed in accordance with DOT regulations.

#### F. Split Specimen Testing

A driver or driver-applicant may request that a second analysis be performed on a split specimen. Such request must be made by the driver to the MRO within 72 hours of the driver's notification of the positive, adulterated or substituted test results. The second analysis must be performed by a second certified DHHS laboratory. The driver or driver-applicant is responsible for paying all costs associated with testing of the split specimen.

#### G. Notification of Test Results

Regarding drug tests only, the MRO will report in writing to Company whether a drug test was positive or negative, and, if positive, the identity of the controlled substance for which the test was positive. Before doing so, however, the MRO shall afford the tested driver the opportunity to discuss a positive drug test result with the MRO before reporting the positive test result to Company. If the MRO, after making and documenting all reasonable efforts, is unable to contact the tested driver, the MRO shall contact a designated management official of Company to arrange for the tested driver to contact the MRO prior to going on duty. The MRO may verify a positive drug test without having communicated with the driver about the results of the test as allowed for in the DOT regulations.

Company shall notify a driver-applicant of the results of the pre-qualification test if the driver-applicant makes a request within 60 days of being notified of Company's disposition of his or her qualification. Company shall notify drivers of the results of random, reasonable cause or post-crash (accident) drug tests and, if positive, the identity of the controlled substances for which the tests were positive.

Regarding alcohol use tests only, the BAT shall immediately notify a designated Company official by writing, in person or by telephone or electronic means of the results of the alcohol use test. If the initial transmission is not in writing, Company will verify the identity of the testing BAT and follow-up the initial transmission by receiving from the BAT the Breath Alcohol Testing Form. All initial and follow-up transmissions of alcohol use test results will be handled in a confidential manner in accordance with DOT regulations. Company shall release copies of a driver's records pertaining to alcohol use testing upon written request by the driver.

#### H. Confidentiality

All communications involved in the testing procedures and results will be handled in a confidential manner. Regardless of the type of test given, the MRO will report to Company the result of the test and, if positive, the identity of the substance for which the driver tested positive. Company will maintain, in the driver's confidential file, the following information: the types of tests to which the driver submitted; the date and

location of the collection; the identity of the person or entity performing the collection, analyzing the specimens and serving as the MRO; and whether the test finding was

positive or negative, and, if positive, the controlled substance(s) identified in any positive test. The MRO shall maintain individual test results for a minimum of 5 years. None of the information concerning test results maintained by Company or the MRO may be released to other persons except in accordance with DOT regulations or with the express written consent of the driver.

#### X. CONSEQUENCES OF DRUG USE AND THE MISUSE OF ALCOHOL

Any covered employee who has a verified positive drug test, an alcohol test result of 0.02% BAC or above, or has refused to submit to a drug or alcohol test (including substitution or adulteration) will be immediately removed from his or her safety sensitive position and provided the resources available for seeking assistance for substance abuse. It is STA's policy that positive drug or alcohol tests or refusal to test will also result in termination of employment.

## XI. EMPLOYEE EDUCATION, TRAINING AND ASSISTANCE PROGRAM SUPERVISOR TRAINING

Any supervisory personnel responsible for making fitness for duty assessments based on Reasonable Cause/Suspicion will be required to complete at least one (1) session (2 hours) of training on the specific contemporaneous physical, behavioral, and performance indicates of probable drug/alcohol use. One 60-minute session will be devoted to the alcohol program and one 60-minute session will be devoted to the drug program.

Positions to receive training under this plan are: All Managers, Supervisors, First Line Dispatchers and Maintenance personnel. Training will be provided by qualified personnel designated by Student Transportation of America

#### XII. PRESCRIPTION AND OVER THE COUNTER MEDICATIONS

Your health and medical information, including prescription medication, is protected and confidential. It should not be the subject of discussion or comment to anyone while in the workplace.

It is the responsibility of each covered employee to inform their prescribing physician of the essential functions of their position and safety sensitive responsibilities as CMV operators, or those employees facilitating bus operations, or student transport. All employees must be aware of any medications they may be prescribed, inquire of

the prescribing physician as to the effects of those medications and their ability to perform their job safely and without risk to themselves, co-workers, and the motoring public.

There remains a duty to report to your immediate supervisor any medication that raises safety concerns regarding your ability to perform your job functions safely. The company will require documentation from your prescribing physician confirming his/her knowledge of your safety sensitive functions and stipulating that the medication and dosage will not pose a safety risk. The company does not want, or desire to know the medication name or its purpose, as this remains confidential and protected information. The company seeks assurance that your prescribing physician is aware of your essential job functions and that you can perform them without risk. Therefore, the prescribing physician letter issued on physician letterhead must address the following elements:

- Medication is prescribed for you.
- Prescribed with the physician's full knowledge of your safety sensitive duties and essential functions of your position.
- Prescribed in dosage amount and in a regimen consistent with safe performance of your job responsibilities; and
- Lastly, the dosage of your medication would not pose a safety risk and that some method of monitoring will occur during the duration of this treatment.

The aforementioned elements must be addressed in a letter format on your physician's letterhead and signed by your prescribing physician prior to being considered for returning to work. Paramount is your safety, the safety of your coworkers, and the motoring public. It is critical that prescription medication and / or its use must be controlled and monitored by the prescribing physician. Prescription medication validity will be those prescriptions issued within the past twelve (12) months in the name of the patient for whom it was prescribed. Any positive drug test not supported by any of the aforementioned criteria (e.g. outdated prescription, failure to disclose, failure to produce prescribing physician documentation etc.) could result in a disciplinary action and a work classification as "medically disqualified". Positive drug test results will be reviewed by the medical review officer (MRO) prior to final ruling. Following MRO / donor dialog, legitimate, and verified, use of prescription medication, will render final results reversed to negative. However, the production of the same safety concern letter as outlined will be required for submittal to the company for reinstatement.

Over-the-Counter medication should be taken with extreme caution.

 Read all the warning labels before selecting a medication for use while performing safety sensitive functions.

- If the label has warnings such as "do not take this medication while operating a motor vehicle, may cause drowsiness, etc." select another medication.
- If unsure which medication is safe to take while performing your job, ask your pharmacist. If still unsure, contact your physician for a suitable alternative.
- Ultimately, you are responsible for ensuring your safety, the safety of your co-workers and the motoring public.

Taking medication while performing your duties can impair your ability to meet this obligation.

Employees will not be allowed to clock in until the Substance Abuse Program Administrator or the MRO has made a determination. All normal rules and regulations applying to Miss Outs, No Call No Shows, and Unauthorized Absences shall apply. Employees shall be allowed to use available PTO, EPTO, and vacation until they are cleared to return to work. All normal rules and regulations regarding the scheduling of PTO, EPTO, and vacation may apply.

#### XIII. RECORD KEEPING

#### **Drugs & Alcohol**

Student Transportation of America will maintain all drug and alcohol testing records in accordance with 49 CFR Part 40, Subpart P.

#### XIII. IDENTITY OF CONTACT PERSONS

A. Corporate Drug and Alcohol Program Manager

Shelly Hall SVP of Health & Safety (336) 215-3473

B. Primary Drug and Alcohol Program Manager (DER)

Name: Jacob Ortiz

Title: Area Director of Safety - CA

Address: 12560 Raymer Street, NH, CA 91605

#### C. Alternate Drug and Alcohol Program Manager

Name: Jacob Ortiz

Title: Area Director of Safety - CA

Address: 12560 Raymer Street, NH, CA. 91605

#### D. Substance Abuse Program Medical Review Officer

Dr. Todd Simo 14002 East 21st St. Tulsa, Oklahoma 74134 (800) 404-0016

#### E. Corporate Drug and Alcohol Third Party Administrator

HireRight 14002 East 21st St. Tulsa, Oklahoma 74134

#### F. Testing Laboratory (HHS/ SAMHSA Certified)

Quest Diagnostics Inc. 10101 Renner Blvd Lenexa, KS 66219 (913) 888-3927

Labcorp 1904 TW Alexander Dr. Research Triangle, NC 27709 (919) 572-6900

CRL 8405 Quivira Road Lenexa, KS 66215 (800) 445-6917

Alere 111 Newton St. Gretna, LA 70053 (504) 361-8989

#### G. Employee Assistance Program

Lincoln Financial (888) 628-4824

The Guardian Life Insurance Company of America 7 Hanover Square
New York, NY 10004-4025

www.guardiananytime.com
CA and WA properties only

#### Appendix A - Safety Sensitive Employees

Employees subject to the provisions of the anti-drug and alcohol misuse prevention program are all safety-sensitive classifications. Safety sensitive function means any of the following duties, when performed by employees of STA or its contractors or sub-contractors.

#### The following positions are safety sensitive:

- School Bus Drivers
- Mechanics and other Maintenance Personnel who hold a commercial driver's license (CDL)
- STA reserves the right to classify other positions as safety sensitive not covered under the Federal Regulations (e.g., van drivers, monitors, mechanics etc.)
- Employees who, either by regular assignment or incidental direction perform or are called upon to perform any function listed under CFR 49 Part 382.105 (Definitions), describing Safety Sensitive Function.

## Appendix B - Definitions

Actual knowledge means actual knowledge by an employer that a driver has used alcohol or controlled substances based on the employer's direct observation of the employee, information provided by the driver's previous employer(s), a traffic citation for driving a CMV while under the influence of alcohol or controlled substances or an employee's admission of alcohol or controlled substance use, except as provided in §382.121. Direct observation as used in this definition means observation of alcohol or controlled substances use and does not include observation of employee behavior or physical characteristics sufficient to warrant reasonable suspicion testing under §382.307.

**Alcohol** means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

**Alcohol concentration (or content)** means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test under this part.

Alcohol use means the drinking or swallowing of any beverage, liquid mixture or preparation (including any medication), containing alcohol.

#### Commerce means:

- (1) Any trade, traffic or transportation within the jurisdiction of the United States between a place in a State and a place outside of such State, including a place outside of the United States; and
- (2) Trade, traffic, and transportation in the United States which affects any trade, traffic, and transportation described in paragraph (1) of this definition.

Commercial motor vehicle means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the vehicle:

- (1) Has a gross combination weight rating of 11,794 or more kilograms (26,001 or more pounds) inclusive of a towed unit with a gross vehicle weight rating of more than 4,536 kilograms (10,000 pounds); or
- (2) Has a gross vehicle weight rating of 11,794 or more kilograms (26,001 or more pounds); or
- (3) Is designed to transport 16 or more passengers, including the driver; or
- (4) Is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act (49 U.S.C. 5103(b)) and which require the motor vehicle to be placarded under the Hazardous Materials Regulations.

Confirmation (or confirmatory) drug test means a second analytical procedure performed on a urine specimen to identify and quantify the presence of a specific drug or drug metabolite.

**Confirmed drug test** means a confirmation test result received by an MRO from a laboratory.

Consortium/Third party administrator (C/TPA) means a service agent that provides or coordinates one or more drug and/or alcohol testing services to DOT-regulated employers. C/TPAs typically provide or coordinate the provision of a number of such services and perform administrative tasks concerning the operation of the employers' drug and alcohol testing programs. This term includes, but is not limited to, groups of employers who join together to administer, as a single entity, the DOT drug and alcohol testing programs of its members (e.g., having a combined random testing pool). C/TPAs are not "employers" for purposes of this part.

Controlled substances mean those substances identified in §40.85.

**Designated employer representative (DER)** is an individual identified by the employer as able to receive communications and test results from service agents and who is authorized to take immediate actions to remove employees from safety-sensitive duties and to make required decisions in the testing and evaluation processes. The individual must be an employee of the company. Service agents cannot serve as DERs.

**Disabling damage** means damage which precludes departure of a motor vehicle from the scene of the crash (accident) in its usual manner in daylight after simple repairs.

- (1) **Inclusions.** Damage to motor vehicles that could have been driven but would have been further damaged if so driven.
- (2) Exclusions.
- (i) Damage which can be remedied temporarily at the scene of the crash (accident) without special tools or parts.
- (ii) Tire disablement without other damage even if no spare tire is available.
- (iii) Headlight or taillight damage.
- (iv) Damage to turn signals, horn, or windshield wipers which make them inoperative.

**DOT Agency** means an agency (or "operating administration") of the United States Department of Transportation administering regulations requiring alcohol and/or drug testing (14 CFR parts 61, 63, 65, 121, and 135; 49 CFR parts 199, 219, 382, and 655), in accordance with Part 40 of this title.

**Driver** means any person who operates a commercial motor vehicle. This includes, but is not limited to: Full time, regularly employed drivers; casual, intermittent, or occasional drivers; leased drivers and independent owner-operator contractors.

**Employer** means a person or entity employing one or more employees (including an individual who is self-employed) that is subject to DOT agency regulations requiring compliance with this part. The term, as used in this part, means the entity responsible for overall implementation of DOT drug and alcohol program requirements, including individuals employed by the entity who take personnel actions resulting from violations of this part and any applicable DOT agency regulations. Service agents are not employers for the purposes of this part.

Fit For Duty – is the reasonable assurance that an employee will perform his duties in a reliable manner, is not mentally or physically impaired from any cause that can adversely affect their ability to perform their duties safely and competently and that they are not under the influence of any substance, legal or illegal, that may impair their ability to perform their duties. In terms of Substance Abuse, it is further defined as an employee not having any detectable level of alcohol circulating in his blood, and no illegal drug/marijuana or drug/marijuana metabolite present in his urine, hair, or blood without an acceptable alternative medical explanation as determined by the MRO.

Due to the nature of the work performed by the Company that could affect public safety, it is the responsibility of an employee to make a prescribing medical or dental practitioner aware of the safety sensitive nature of the essential functions of his job, prior to having any medication prescribed. Information regarding the safety sensitive nature of the essential functions of an employee's job can be obtained from the Human Resources Department. Any questions or concerns regarding prescribed medications, potential side effects, and or therapeutic actions, should be thoroughly discussed with the prescribing medical provider in advance. Valid medical prescriptions that raise safety concerns or that may impact your ability to perform essential job functions must be immediately reported to the Human Resources Department.

Illegal Drug – is one which may not be legally obtained, one which was not legally obtained, or one which is being used in a manner or for a purpose other than that for which it was legally/medically intended, e.g., abuse of prescription drugs/marijuana or use of a controlled drug for a non-FDA approved indication. (Illegal drugs include, but are not limited to, controlled substances identified in the Controlled Substance Act, such as marijuana (regardless of prescription), cocaine, opiates, phencyclidine (PCP) and amphetamines or any synthetic version of an illegal drug.)

Note: Although several states have passed initiatives that allow individuals to purchase, possess, and use marijuana for recreational use; or medical purposes if prescribed by a physician; the Federal government has not approved marijuana as a controlled substance to be used for legitimate medical purposes. Marijuana remains a Schedule I drug under the DEA classification of controlled substances

and thus cannot be used legally for medical reasons. Employees who test positive for marijuana, regardless of the reason, will be considered in violation of this Policy.

Use of a controlled, prescription drug for a non-FDA-approved indication is prohibited and is a violation of this Policy. For example, use of dronabinol (Marinol) is a violation of this Policy except when used as approved by the FDA.

**Licensed medical practitioner** means a person who is licensed, certified, and/or registered, in accordance with applicable Federal, State, local, or foreign laws and regulations, to prescribe controlled substances and other drugs.

**Performing (a safety-sensitive function)** means an employee is performing a safety-sensitive function during any period in which he or she is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.

**Positive rate for random drug testing** means the number of verified positive results for random drug tests conducted under this part plus the number of refusals of random drug tests required by this part, divided by the total number of random drug tests results (*i.e.* positives, negatives, and refusals) under this part.

Refuse to submit (to an alcohol or controlled substances test) means that a driver:

- (1) Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer, consistent with applicable DOT agency regulations, after being directed to do so by the employer. This includes the failure of an employee (including an owner-operator) to appear for a test when called by a C/TPA (see §40.61(a));
- (2) Fail to remain at the testing site until the testing process is complete. Provided, that an employee who leaves the testing site before the testing process commences (see §40.63(c)) a pre-employment test is not deemed to have refused to test:
- (3) Fail to provide a urine specimen for any drug test required by this part or DOT agency regulations. Provided, that an employee who does not provide a urine specimen because he or she has left the testing site before the testing process commences (see §40.63(c)) for a pre-employment test is not deemed to have refused to test:
- (4) In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of the driver's provision of a specimen (see §§40.67(I) and 40.69(g));
- (5) Fail to provide a sufficient amount of urine when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure (see §40.193(d)(2));
- (6) Fail or declines to take a second test the employer or collector has directed the driver to take.

- (7) Fail to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER under §40.193(d). In the case of a pre-employment drug test, the employee is deemed to have refused to test on this basis only if the pre-employment test is conducted following a contingent offer of employment.
- (8) Fail to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process); or
- (9) Is reported by the MRO as having a verified adulterated or substituted test result.

**Safety-sensitive function** means all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions shall include:

- (1) All time at an employer or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer.
- (2) All time inspecting equipment as required by §§392.7 and 392.8 or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time;
- (3) All time spent at the driving controls of a commercial motor vehicle in operation.
- (4) All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth (a berth conforming to the requirements of §393.76);
- (5) All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and
- (6) All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

# Screening test (or initial test) means:

- (1) In drug testing, a test to eliminate "negative" urine specimens from further analysis or to identify a specimen that requires additional testing for the presence of drugs.
- (2) In alcohol testing, an analytical procedure to determine whether an employee may have a prohibited concentration of alcohol in a breath or saliva specimen.

**Stand-down** means the practice of temporarily removing an employee from the performance of safety-sensitive functions based only on a report from a laboratory

to the MRO of a confirmed positive test for a drug or drug metabolite, an adulterated test, or a substituted test, before the MRO has completed verification of the test results.

**Violation rate for random alcohol testing** means the number of 0.04 and above random alcohol confirmation test results conducted under this part plus the number of refusals of random alcohol tests required by this part, divided by the total number of random alcohol screening tests (including refusals) conducted under this part.

# Appendix C

## **ALCOHOL AND DRUG EFFECTS**

Section 382.601(b) (11) mandates that all employees be provided with training material discussing the effects of alcohol and controlled substance use on an individual's health, work, and personal life.

#### **ALCOHOL**

Although used routinely as beverage for enjoyment, alcohol can also have negative physical and mood-altering effects when abused. These physical or mental alterations in a driver may have serious personal and public safety risks.

# **Health Effects**

An average of three or more servings per day of beer (12 oz.,), whiskey (1 oz.), or wine (6 oz.), over time, may result in the following health hazards:

- Dependency
- Fatal liver diseases
- Kidney disease
- Pancreatitis
- Ulcers
- · Decrease sexual functions
- Increased cancers of the mouth, tongue, pharynx, esophagus, rectum, breast,
- and malignant melanoma
- · Spontaneous abortion and neonatal mortality
- Birth defects

# Workplace Issues

- It takes one hour for the average person (150 pounds) to process one serving of alcohol from the body.
- Impairment can be measured with as little as two drinks in the body,
- A person who is legally intoxicated is 6 times more likely to have a crash (accident) than a sober person.

## **DRUGS**

# Marijuana Health Effects

- Emphysema-like conditions.
- One joint causes the heart to race and be overworked. People with heart conditions are at risk.
- Marijuana is commonly contaminated with the fungus Aspergillus, which can cause serious respiratory tract and sinus infections.

- Marijuana lowers the body's immune system response, making users more susceptible to infection.
- Chronic smoking causes changes in brain cells and brain waves. The brain does not work as efficiently. Long-term brain damage may occur.
- Tetrahydrocannabinol (THC) and 60 other chemicals in Marijuana concentrate in the ovaries and testes.
- Chronic smoking of marijuana in males causes a decrease in testosterone and an increase in estrogen, the female hormone. As a result, the sperm count is reduced, leading to temporary sterility.
- · Chronic smoking of marijuana in females causes a decrease in fertility.
- User's mental function can display the following effects:
  - a. delayed decision making
  - b. diminished concentration
  - c. impaired short-term memory
  - d. impaired signal detection
  - e. erratic cognitive function
  - f. distortion of time estimation

## Workplace Issues

- THC is stored in body fat and slowly released.
- Marijuana smoking has long-term effects on performance.
- Increased THC potency in modern marijuana dramatically compounds the side effects.
- Combining alcohol or other depressant drugs with marijuana increases the impairing effects of both.

#### Cocaine

Used medically as a local anesthetic. When abused, it becomes a powerful physical and mental stimulant. The entire nervous system is energized. Muscles tense, heartbeat is faster and stronger, and the body burns more energy. The brain experiences an exhilaration caused by a large release of neuron hormones associated with mood elevation.

#### Health Effects

Regular use may upset the chemical balance of the brain. As a result, it
may speed up the aging process by causing damage to critical nerve cells.
Parkinson's disease could also occur.

- Cocaine causes the heart to beat faster, harder, and rapidly increases the blood pressure. It also causes spasms of blood vessels in the brain and heart. Both lead to ruptured vessels causing strokes and heart attacks.
- Strong dependency can occur with one "hit" of cocaine. Usually, mental dependency occurs within days for "crack" or within several months for snorting cocaine.
- Treatment success rates are lower than other chemical dependencies.
- Extremely dangerous when taken with other depressant drugs. Death due to overdose is rapid. Fatal effects are usually not reversible by medical intervention.

# Workplace Issues

- Extreme mood and energy swings create instability. Sudden noise causes a violent reaction,
- Lapses in attention and ignoring warning signals increases probability of crashes (accidents).
- High cost frequently leads to theft and/or dealing.
- · Paranoia and withdrawal may create unpredictable or violent behavior.
- Performance is characterized by forgetfulness, absenteeism, tardiness, and missing assignments.

# **Opioids**

Narcotic drugs, which alleviate pain and depress body functions and reactions.

# Health Effects

- IV needle users have a high risk of contracting hepatitis or AIDS when sharing needles.
- Increase pain tolerance. As a result, a person may more severely injure themselves and fail to seek medical attention as needed,
- Narcotic effects are multiplied when combined with other depressants causing an increased risk for an overdose,
- Because of tolerance, there is an ever-increasing need for more.
- Strong mental and physical dependency occurs.
- With increased tolerance and dependency combined, there is a serious financial burden for the users.

# Workplace Issues

- Side effects such as nausea, vomiting, dizziness, mental clouding, and drowsiness place the user at high risk for a crash (accident),
- · Causes impairment of physical and mental functions.

## **Amphetamines**

Central nervous system stimulant that speeds up the mind and body.

## Health Effects

- Regular use causes strong psychological dependency and increased tolerance.
- High doses may cause toxic psychosis resembling schizophrenia.
- Intoxication may induce a heart attack or stroke due to increased blood pressure.
- Chronic use may cause heart or brain damage due to severe constriction of capillary blood vessels.
- Euphoric stimulation increases impulsive and risk-taking behavior, including bizarre and violent acts.
- · Withdrawal may result in severe physical and mental depression,

## Workplace Issues

- Since the drug alleviates the sensation of fatigue, it may be abused to increase alertness during periods of overtime or failure to get rest.
- With heavy use or increasing fatigue, the short-term mental or physical enhancement reverses and becomes impairment.

## PCP

Often used as a large animal tranquilizer. Abused primarily for its mood-altering effects. Low doses produce sedation and euphoric mood changes. Mood can rapidly change from sedation to excitation and agitation. Larger doses may produce a coma-like condition with muscle rigidity. Sudden noises or physical shocks may cause a "freak out" in which the person has abnormal strength, violent behavior, and an inability to speak or comprehend.

## **Health Effects**

- The potential for crashes (accidents) and overdose emergencies is high due to the extreme mental effects combined with the anesthetic effect on the body.
- PCP, when combined with other depressants, including alcohol, increases the possibility of an overdose.
- Irreversible memory loss, personality changes, and thought disorders may result.

# Workplace Issues

Not common in workplace primarily because of the severe disorientation that occurs.

# There are four phases of PCP abuse:

- Acute toxicity causing combativeness, catatonia, convulsions, and coma, Distortions of size, shape, and distorted perception are common.
- Toxic psychosis with visual and auditory delusions, paranoia, and agitation.
- · Drug induced schizophrenia.
- Induced depression, which may create suicidal tendencies and mental dysfunction.

## Appendix D

# STA AGREEMENT WITH RESPECT TO SUBSTANCE ABUSE TESTING

This is to acknowledge that I have received a copy of the Student of America Substance Abuse Policy and Training Materials identified as:

- FMCSA Drug and Alcohol Policy (revised 7/2024)
- STA Drug and Alcohol Training Materials

I understand that it contains information about employment policies and practices of the company. I understand that the company retains the right to revise, delete, and add to the policy at any time without further notice. Any such revisions, deletions, or additions may result from federal regulatory changes or the company's sole desire to alter its policy.

Any such revisions, deletions, or additions will be in writing and approved by STA Senior Management.

Signed:		
Date:		
Print Name:		

# Appendix E

# RESOLUTION AUTHORIZING THE ADOPTION OF SUBSTANCE ABUSE POLICY

WHEREAS, the purpose of STA's Substance Abuse Policy is to establish guidelines in implementing a drug and alcohol testing program that meets the requirements of the FMCSA (Federal Motor Carrier Safety Administration) and

WHEREAS, the goal of the prohibited substance abuse testing program is to achieve a drug and alcohol-free work force in the interest of the health and safety of employees and the public; and

WHEREAS, participation in the prohibited substance abuse testing program is a requirement of each safety-sensitive employee, and, therefore is a condition of employment.

**NOW, THEREFORE BE IT RESOLVED** by the Chief Operating Officer of STA, as follows:

Section 1: That all testing under the FTA and FMCSA requirements are conducted in accordance with 49 CFR Part 40, as revised: Procedures for Transportation Workplace Drug and Alcohol Testing Programs and in accordance with 49 CFR Parts 655 & 382, and

Section 2: That the amended policy on Substance Abuse becomes effective on January 1, 2007, or the date of adoption.

Date of Adoption: 1/1/2018

CEO Signature:

Gene Kowalczewski

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EMERGENCY CO	ONTACT (NAME)						/ AREA CODE)			NIGHT TELEPHO	ONE NO. (W/ AR	REA CODE)
CLAY FAU	UTH					(818) 982-1663				(818) 982-1663		
	ONTACT (NAME)				DAY TELEPH					NIGHT TELEPHONE NO. (WI AREA CODE)		
GARY MA	LETTE						8) 982-1663				67) 816-44	193
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						satisfactory C = Conditional UR = Unrated N/A = Not Applicable						
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DRIVER		HAZARDOUS M	ATERIALS			CONTAINE	RS/TANKS	VEHIC		ED OUT-OF-SER	RVICE	
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CONS		No H/M Tr	ansported					Verno	103			
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California Highway Patrol

US DOT# 677713

Legal: SANTA BARBARA TRANSPORTATION CORP

Operating (DBA): STUDENT TRANSPORTATION OF AMERICA

State #: 16052

Interstate Intrastate

Federal Tax ID: 77-0007272 (EIN)

Review Type: Non-ratable Review - Special Study

Scope:

Terminal

Location of Review/Audit: Company facility in the U.S.

Territory: C

Operation Types Carrier:

N/A N/A Non-HM

N/A

**Business:** Corporation

Gross Revenue:

for year ending:

Cargo Tank:

Shipper:

N/A

Company Physical Address:

12560 RAYMER STREET

NORTH HOLLYWOOD, CA 91605

**Contact Name:** 

JACQUELINE O'HARA

Phone numbers: (1) 818-982-1663

(2) 661 816-4493

Fax

E-Mail Address:

AGalvan@ridesta.com

Company Mailing Address:

12560 RAYMER STREET

NORTH HOLLYWOOD, CA 91605

Carrier Classification

Private Passenger, Business

Cargo Classification

Passengers

Equipment

Term Leased Trip Leased Owned

Owned Term Leased Trip Leased

School Bus, 16+

Power units used in the U.S.: 96

Percentage of time used in the U.S.: 100

Does carrier transport placardable quantities of HM? No

Is an HM Permit required?

N/A

**Driver Information** 

Inter Intra

< 100 Miles: >= 100 Miles:

99

Average trip leased drivers/month: 0

Total Drivers: 99

CDL Drivers: 99

9/24/2024 1:32:39 PM

Page 1 of 2



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# STUDENT TRANSPORTATION OF AMERICA (SANTA BARBARA T dba) - Terminal U.S. DOT #: 677713

State #: 16052

Review Date: 09/24/2024

## Part A

QUESTIONS regarding this report may be directed to the Southern Division Motor Carrier Safety Unit at:

> 437 N. Vermont Ave. Los Angeles, CA 90004 (323) 644-9557

> > This TERMINAL REVIEW deals only with safety compliance at this terminal.

Person(s) Interviewed

Name: JACQUELINE O'HARA

Name: ALEX GALVAN

Title: SAFETY AND TRAINING MANAGER

Title: SHOP MANAGER

SK1WAOCA3C8AA



# STUDENT TRANSPORTATION OF AMERICA (SANTA BARBARA T dba) - Terminal U.S. DOT #: 677713

State #: 16052

Review Date: 09/24/2024

## **Part B Violations**

Safety Fitness Rating Information:

**Total Miles Operated** Recordable Accidents 850,500

OOS Vehicle (CR): 1

Number of Vehicle Inspected (CR): 20

OOS Vehicle (MCMIS): 0

Number of Vehicles Inspected (MCMIS): 0

Your proposed safety rating is:

This Review is not Rated.





# STUDENT TRANSPORTATION OF AMERICA (SANTA BARBARA T dba) - Terminal

U.S. DOT #: 677713 State #: 16052

Review Date: 09/24/2024

# Part B Requirements and/or Recommendations

- 1. "Is Your Registration Information Current? FMCSA requires carriers to update their registration data via a MCS-150 form every 24 months. Please review, verify and update your contact information, Vehicle Miles Travelled (VMT) and Power Unit (PU) data to ensure that it is current and accurate, since it is used in the new Carrier Safety Measurement System. You should access the system, review all the information and press the submit button. Once you've done this, the system will record that you've reviewed the information and you will be in compliance with the biennial update requirement. https://li-public.fmcsa.dot,gov/LIVIEW/PKG\_REGISTRATION.prc\_option
- 2. 13CCR 1233.5 Carrier is required to notify the Department, in writing, of any change of address or cessation of regulated activity at any of the carrier's terminal. Such notification shall be made within 15 days of the change and shall be forwarded to: CALIFORNIA HIGHWAY PATROL COMMERCIAL RECORDS UNIT P.O. BOX 942898 SACRAMENTO, CA 94298-0001



# STUDENT TRANSPORTATION OF AMERICA (SANTA BARBARA T dba) - Terminal

U.S. DOT #: 677713

State #: 16052

Review Date: 09/24/2024

Part C

Reason for Review: Other

School Bus Insp

Planned Action:

Compliance Monitoring

Parts Reviewed Certification:

178 180 399 171 172 173 177 392 393 396 397 398 325 382 383 387 390 391

**Prior Reviews** 

**Prior Prosecutions** 

Reason not Rated: Special Study

Study Code: CA

10/19/2023 10/5/2022

9/10/2021

**Unsat/Unfit Information** 

Is the motor carrier of passengers subject to the safety fitness procedures contained in 49 CFR part 385 subpart A, AND does it

transport passengers in a commercial motor vehicle?

Yes - Intrastate

Does carrier transport placardable quantities of hazardous materials?

Unsat/Unfit rule:

Not Applicable

Corporate Contact: JACQUELINE O'HARA

Special Study Information:

Corporate Contact Title: SAFETY AND TRAINING MANAGER

Remarks:

Terminal Name:

Santa Barbara Transportation Corporation CA# - 16052

Terminal Address: 12560 RAYMER ST NORTH HOLLYWOOD, CA 91605

OD, CA 91605 MC # - 198757

FCN - 351255

RATING INFORMATION:

In accordance with 13 CCR 1233, this terminal has been rated Satisfactory at this time.

On-highway inspections were used to fulfill 10 of 20 required vehicle inspections.

**OUT OF SERVICE VEHICLES:** 

13 CCR 1230 The below listed vehicle has been placed Out-of-Service during this terminal inspection. Theis vehicle may be returned to highway service only after proper repair of the Out-of-Service conditions(s).

SB CA8LNR475 #202016 Outer wheel seal leaking, reservoir emty, cap missing and opening being covered by duct tape.

MAINTENANCE PROGRAM VIOLATIONS:

No violation discovered.

DRIVER RECORDS VIOLATIONS:

No violation discovered.

HOURS OF SERVICE VIOLATIONS:

No violation discovered.

SK1WAOCA3C8AA

#### DRIVER/VEHICLE EXAMINATION REPORT

Inspect 1.130.8745

State:

State:



California Highway Patrol 411 North Central Avenue, #410 Glendale, CA 91203

Phone: (323) 644-9557

Internationally Accredited Agency CHP407F/343A

Fax#: (818)982-8934

Report Number: CANADC002958 Inspection Date: 09/03/2024 Start: 7:05 AM PT End: 7:52 AM PT Inspection Level: V - Terminal HM Inspection Type: None

Carrier: SANTA BARBARA TRANSPORTATION

CORP

**DBA: STUDENT TRANSPORTATION OF AMERICA** 

12560 RAYMER STREET

NORTH HOLLYWOOD, CA, 91605 Phone#: (818)982-1663

**USDOT:** 677713

MC/MX#: State#: 16052

Location: 12560 RAYMER ST

Highway: County: LOS ANGELES

Email: mbroerman@ridesta.com

Driver:

License#: Date of Birth:

CoDriver: License#:

Date of Birth:

Shipper: N/A Milepost: Origin:

Destination:

Bill of Lading: N/A Cargo:

VEHICLE IDENTIFICATION

Unit Type Make Year State Plate SB BLUB 2017 CA 7UK\$429 Equipment ID 17021

GVWR CVSA Existing VIN 1BAKBCBA8HF330840 30280

CVSA#

**BRAKE ADJUSTMENTS** 

Axle # 2 1 Right 1 1/4 1 1/2 1 1/4 1 1/2 Left L-30 L-24 Chamber

VIOLATIONS

Section 24252(a) CVC/008 Type Unit OOS Citation # Verify Crash Violations Discovered

N inoperative.

Headlamp inoperative-393.9H--Specify:: Left side head lamp and high beam

Placard:

HazMat: No HM transported

Cargo Tank:

Special Checks: No data for special checks

State Information:

Odometer: 84792; File Code Number: 351255; Fuel Type: LPG; Passenger Capacity: 54; WC Passenger Capacity: 8; Bus Type: 1; Beat/Sub Area: S07; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 17

Notes: Right side of vehicle in front of axle 2 sub frame to frame bolt is missing. Left hood clamp missing.

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispatch. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.



#### TRUCKERS AGAINST TRAFFICKING

If you suspect human trafficking please contact 911 and call the National Human Trafficking Hotline at 1-888-373-7888. Make the call, save lives! Go to~ https://truckersagainsttrafficking.org/~ to learn more.

Report Prepared By: C. M. Barrondo

ID/Badge #: A13440

Copy Received By:

X

00677713 CA CANADC002958

#### DRIVER/VEHICLE EXAMINATION REPORT

Inspect 1.130.8745

State:

State:



California Highway Patrol 411 North Central Avenue, #410 Glendale, CA 91203

Phone: (323) 644-9557

Internationally Accredited Agency CHP407F/343A

Report Number: CANADC002959 Inspection Date: 09/03/2024 Start: 7:56 AM PT End: 8:49 AM PT Inspection Level: V - Terminal

HM Inspection Type: None

Carrier: SANTA BARBARA TRANSPORTATION

CORP

**DBA: STUDENT TRANSPORTATION OF AMERICA** 

12560 RAYMER STREET

NORTH HOLLYWOOD, CA, 91605

USDOT: 677713 MC/MX#:

State#: 16052

Highway:

Phone#: (818)982-1663

Fax#: (818)982-8934

License#: Date of Birth: Milepost:

Driver:

License#: Date of Birth:

CoDriver:

Origin: N/A Destination: N/A

County: LOS ANGELES Email: MBROERMAN@RIDESTA.COM Shipper: N/A

Bill of Lading: N/A Cargo: N/A

VEHICLE IDENTIFICATION

Location: 12560 RAYMER ST

Unit Type Make Year State Plate SB BLUB 2019 CA 8ETY527 Equipment ID 1BAKBCBA0KF356033 30280 196033

GVWR CVSA Existing

CVSA#

**BRAKE ADJUSTMENTS** 

Axle # 1 2 1 1/4 1 1/2 Right 1 1/2 Left 1 1/4 Chamber L-24 L-30

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Odometer: 55320; File Code Number: 351255; Fuel Type: LPG; Passenger Capacity: 54; WC Passenger Capacity: 8; Bus Type: 1; Beat/Sub Area: S07; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 17



#### TRUCKERS AGAINST TRAFFICKING

If you suspect human trafficking please contact 911 and call the National Human Trafficking Hotline at 1-888-373-7888. Make the call, save lives! Go to~ https://truckersagainsttrafficking.org/~ to learn more.

Report Prepared By: C. M. Barrondo

ID/Badge #: A13440

Copy Received By:

X

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00677713 CA CANADC002959

#### DRIVER/VEHICLE EXAMINATION REPORT

Inspect 1.130.8745

State:

State:



California Highway Patrol 411 North Central Avenue, #410

Glendale, CA 91203 Phone: (323) 644-9557

Internationally Accredited Agency CHP407F/343A

Report Number: CANADC002960 Inspection Date: 09/03/2024 Start: 8:54 AM PT End: 9:48 AM PT Inspection Level: V - Terminal HM Inspection Type: None

Carrier: SANTA BARBARA TRANSPORTATION

CORP

**DBA: STUDENT TRANSPORTATION OF AMERICA** 

12560 RAYMER STREET

NORTH HOLLYWOOD, CA. 91605

**USDOT: 677713** MC/MX#:

State#: 16052

Phone#: (818)982-1663

Fax#: (818)982-8934

Location: 12560 RAYMER ST

Highway:

County: LOS ANGELES

Email: MBROERMAN@RIDESTA.COM

Driver:

License#:

Date of Birth: CoDriver: License#:

Date of Birth:

Milepost: Shipper: N/A

Origin: N/A Destination: N/A

Bill of Lading: N/A Cargo: N/A

VEHICLE IDENTIFICATION

Unit Type Make Year State Plate SB BLUB 2019 CA 8DUR183

Equipment ID 191862

GVWR CVSA Existing VIN 1BAKGCBA1KF351862 31500

CVSA#

Cargo Tank:

**BRAKE ADJUSTMENTS** 

Axle # 1 2 1 1/2 1 1/4 Right Left 1 1/4 1 1/2 L-24 L-30 Chamber

**VIOLATIONS** 

Section 34500.7(a) CVC/113

Type Unit OOS

Citation # VerifyCrash Violations Discovered

Air brakes, Check valve is defective--393.50C: Both primary and secondary air tanks N drained when wet tank was drained and when primary tank was drained individually.

Placard:

HazMat: No HM transported

Special Checks: No data for special checks

State Information:

Odometer: 58899; File Code Number: 351255; Fuel Type: LPG; Passenger Capacity: 72; WC Passenger Capacity: 0; Bus Type: 1; Beat/Sub Area: S07; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 17

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispatch. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.



#### TRUCKERS AGAINST TRAFFICKING

If you suspect human trafficking please contact 911 and call the National Human Trafficking Hotline at 1-888-373-7888. Make the call, save lives! Go to~ https://truckersagainsttrafficking.org/~ to learn more.

Report Prepared By: C. M. Barrondo

ID/Badge #: A13440

Copy Received By:

X

00677713 CA CANADC002960

#### DRIVER/VEHICLE EXAMINATION REPORT

Inspect 1.130.8745

State:

State:



California Highway Patrol 411 North Central Avenue, #410

Glendale, CA 91203 Phone: (323) 644-9557

Internationally Accredited Agency CHP407F/343A

Fax#: (818)982-8934

Report Number: CANADC002961 Inspection Date: 09/03/2024

Start: 9:58 AM PT End: 10:53 AM PT Inspection Level: V - Terminal HM Inspection Type: None

Carrier: SANTA BARBARA TRANSPORTATION

CORP

**DBA: STUDENT TRANSPORTATION OF AMERICA** 

12560 RAYMER STREET

NORTH HOLLYWOOD, CA, 91605 USDOT: 677713 Phone#: (818)982-1663

USDOT: 677713 MC/MX#:

State#: 16052

Location: 12560 RAYMER ST

Highway: County: LOS ANGELES

Email: MBROERMAN@RIDESTA.COM

Driver:

License#: Date of Birth:

CoDriver: License#:

Date of Birth:

Milepost: Origin: N/A

Destination: N/A

Shipper: N/A Bill of Lading: N/A

Cargo: N/A

VEHICLE IDENTIFICATION

Unit Type Make Year State Plate
1 SB BLUB 2016 CA 02882U1

Equipment ID 7807 VIN GVWR CVSA Existing
1BABNBAA3GF321478 36200

CVSA#

**BRAKE ADJUSTMENTS** 

Axle# 1 2 Right 1 1/4 1 1/2 Left 1 1/4 1 1/2 Chamber C-30 L-30

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Odometer: 85948; File Code Number: 351255; Fuel Type: CNG; Passenger Capacity: 78; WC Passenger Capacity: 0; Bus Type: 1; Beat/Sub Area: S07; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 17



#### TRUCKERS AGAINST TRAFFICKING

If you suspect human trafficking please contact 911 and call the National Human Trafficking Hotline at 1-888-373-7888. Make the call, save lives! Go to~ https://truckersagainsttrafficking.org/~ to learn more.

Report Prepared By: C. M. Barrondo ID/Badge #:

Copy Received By:

X

X

00677713 CA CANADC002961

#### DRIVER/VEHICLE EXAMINATION REPORT

Inspect 1.130.8745

State:

State:



California Highway Patrol 411 North Central Avenue, #410 Glendale, CA 91203

Phone: (323) 644-9557

Internationally Accredited Agency CHP407F/343A

Fax#: (818)982-8934

Report Number: CANADC002962 Inspection Date: 09/03/2024

Start: 10:58 AM PT End: 11:50 PM PT

Inspection Level: V - Terminal HM Inspection Type: None

Carrier: SANTA BARBARA TRANSPORTATION

CORP

**DBA: STUDENT TRANSPORTATION OF AMERICA** 

12560 RAYMER STREET

NORTH HOLLYWOOD, CA. 91605 Phone#: (818)982-1663

**USDOT:** 677713 MC/MX#:

State#: 16052

Location: 12560 RAYMER ST

Highway: County: LOS ANGELES

Email: MBROERMAN@RIDESTA.COM

Driver: License#:

Date of Birth: CoDriver:

License#: Date of Birth:

Shipper: N/A Milepost:

Origin: N/A Destination: N/A

Bill of Lading: N/A Cargo: N/A

VEHICLE IDENTIFICATION

Unit Type Make Year State Plate SB BLUB 2014 CA 7BRP722

Equipment ID 273898

**GVWR** CVSA Existing VIN 1BAKBCBA4EF300035 31000

CVSA#

**BRAKE ADJUSTMENTS** 

Axle # 1 2 Right 1 1/4 1 1/2 1 1/4 1 1/2 Left L-30 L-24 Chamber

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Odometer: 127390; File Code Number: 351255; Fuel Type: LPG; Passenger Capacity: 40; WC Passenger Capacity: 0; Bus

Type: 1; Beat/Sub Area: S07; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 17



#### TRUCKERS AGAINST TRAFFICKING

If you suspect human trafficking please contact 911 and call the National Human Trafficking Hotline at 1-888-373-7888. Make the call, save lives! Go to~ https://truckersagainsttrafficking.org/~ to learn more.

Report Prepared By: C. M. Barrondo

ID/Badge #: A13440

Copy Received By:

00677713 CA CANADC002962

#### DRIVER/VEHICLE EXAMINATION REPORT

Inspect 1.130.8745

State:

State:



California Highway Patrol 411 North Central Avenue, #410 Glendale, CA 91203

Phone: (323) 644-9557

Internationally Accredited Agency CHP407F/343A

Report Number: CANADC002963 Inspection Date: 09/03/2024

Start: 12:34 PM PT End: 1:22 PM PT

Inspection Level: V - Terminal **HM Inspection Type:** None

Carrier: SANTA BARBARA TRANSPORTATION

CORP

**DBA: STUDENT TRANSPORTATION OF AMERICA** 

12560 RAYMER STREET

NORTH HOLLYWOOD, CA, 91605 Phone#: (818)982-1663

**USDOT:** 677713 MC/MX#:

State#: 16052

Location: 12560 RAYMER ST

Highway:

County: LOS ANGELES

Email: MBROERMAN@RIDESTA.COM

Driver:

License#: Date of Birth:

CoDriver: License#:

Date of Birth: Shipper: N/A Milepost:

Origin: N/A

Destination: N/A

Bill of Lading: N/A

Cargo: N/A

VEHICLE IDENTIFICATION

Unit Type Make Year State SB THMS 2020 CA 8LNR475

Equipment ID 202016

Fax#: (818)982-8934

VIN 1T7Y84F24L1162016

**GVWR** CVSA Existing

CVSA #

**BRAKE ADJUSTMENTS** 

Axle # 1 2 Right 1 1/4 1 3/4 1 3/4 Left 1 1/4 C - 30L - 30Chamber

**VIOLATIONS** 

Section 1239 T-13 CCR/321

Type Unit OOS

Plate

Citation # VerifyCrash Violations Discovered

Hubs, oil and/or grease leaking from inner wheel seal, brake friction material contaminated, evidence that further leaking will occur OOS violation--396.5B-HWSLIW: Axle 1 Left outer seal leaking cap is being covered by duct tape. No oil in hub reservoir.

Placard:

HazMat: No HM transported

Cargo Tank:

Special Checks: No data for special checks

State Information:

Odometer: 46853; File Code Number: 351255; Fuel Type: CNG; Passenger Capacity: 72; WC Passenger Capacity: 0; Bus Type: 1; Beat/Sub Area: S07; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 17

Notes: One of three air tanks does not have means to drain.

I hereby declare each vehicle with a Y in the OOS column of the violation section of this report to be OUT-OF-SERVICE. No person shall operate such vehicle until all OUT-OF-SERVICE defects have been repaired and the vehicle has been restored to safe operating condition.

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispatch. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.



TRUCKERS AGAINST TRAFFICKING

If you suspect human trafficking please contact 911 and call the National Human Trafficking Hotline at 1-888-373-7888. Make the call, save lives! Go to~ https://truckersagainsttrafficking.org/~ to learn more.

00677713 CA CANADC002963

## DRIVER/VEHICLE EXAMINATION REPORT

Inspect 1.130.8745



California Highway Patrol 411 North Central Avenue, #410 Glendale, CA 91203 Phone: (323) 644-9557 Internationally Accredited Agency CHP407F/343A Report Number: CANADC002963 Inspection Date: 09/03/2024 Start: 12:34 PM PT End: 1:22 PM PT Inspection Level: V - Terminal

HM Inspection Type: None

Report Prepared By: C. M. Barrondo ID/Badge #:

Copy Received By:

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Page 2 of 2



#### DRIVER/VEHICLE EXAMINATION REPORT

Inspect 1.130.8745

State:

State:



California Highway Patrol 411 North Central Avenue, #410 Glendale, CA 91203

Phone: (323) 644-9557

Internationally Accredited Agency CHP407F/343A

Report Number: CANADC002964 Inspection Date: 09/03/2024 Start: 1:27 PM PT End: 2:18 PM PT Inspection Level: V - Terminal HM Inspection Type: None

Carrier: SANTA BARBARA TRANSPORTATION

CORP

**DBA: STUDENT TRANSPORTATION OF AMERICA** 

12560 RAYMER STREET

NORTH HOLLYWOOD, CA, 91605

**USDOT:** 677713

MC/MX#:

Phone#: (818)982-1663

Fax#: (818)982-8934

State#: 16052 Location: 12560 RAYMER ST

Highway: County: LOS ANGELES

Email: mbroerman@ridesta.com

Driver:

License#: Date of Birth:

CoDriver: License#:

Date of Birth:

Milepost: Shipper: N/A

Origin: N/A Destination: N/A Bill of Lading: N/A

Cargo: N/A

VEHICLE IDENTIFICATION

Unit Type Make Year State Plate SB BLUB 2015 CA 7JUX266

Equipment ID

3959

VIN 1BAKBCBA86F316872 29500

**GVWR** CVSA Existing

CVSA#

**BRAKE ADJUSTMENTS** 

Axle # Right Left

Chamber

1 2 1 1/4 1 1/2 1 1/4 1 1/2 L-30 L-24

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Odometer: 103315; File Code Number: 351255; Fuel Type: LPG; Passenger Capacity: 39; WC Passenger Capacity: 0; Bus

Type: 1; Beat/Sub Area: S07; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 17



## TRUCKERS AGAINST TRAFFICKING

If you suspect human trafficking please contact 911 and call the National Human Trafficking Hotline at 1-888-373-7888. Make the call, save lives! Go to~ https://truckersagainsttrafficking.org/~ to learn more.

Report Prepared By: C. M. Barrondo

ID/Badge #:

Copy Received By:

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00677713 CA CANADC002964

## DRIVER/VEHICLE EXAMINATION REPORT

Inspect 1.130.8745

State:

State:



California Highway Patrol 411 North Central Avenue, #410 Glendale, CA 91203

Phone: (323) 644-9557

Internationally Accredited Agency CHP407F/343A

Fax#: (818)982-8934

Report Number: CANADC002965 Inspection Date: 09/03/2024 Start: 2:23 PM PT End: 3:18 PM PT Inspection Level: V - Terminal HM Inspection Type: None

Carrier: SANTA BARBARA TRANSPORTATION

CORP

**DBA: STUDENT TRANSPORTATION OF AMERICA** 

12560 RAYMER STREET

NORTH HOLLYWOOD, CA, 91605 Phone#: (818)982-1663

**USDOT**: 677713 MC/MX#:

State#: 16052

Location: 12560 RAYMER ST

Highway: County: LOS ANGELES

Email: MBROERMAN@RIDESTA.COM

Driver:

License#: Date of Birth:

CoDriver: License#: Date of Birth:

Shipper: N/A Milepost:

Origin: N/A Destination: N/A Bill of Lading: N/A

Cargo: N/A

VEHICLE IDENTIFICATION

Unit Type Make Year State Plate SB BLUB 2016 CA 7JUX267 Equipment ID 8464

GVWR CVSA Existing VIN 1BAKGCBA4GF316871 31500

CVSA#

**BRAKE ADJUSTMENTS** 

Axle # 1 2 1 1/4 1 3/4 Right Left 1 1/4 1 3/4 L-24 L-30 Chamber

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Odometer: 57321; File Code Number: 351255; Fuel Type: LPG; Passenger Capacity: 72; WC Passenger Capacity: 0; Bus Type: 1; Beat/Sub Area: S07; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 17



#### TRUCKERS AGAINST TRAFFICKING

If you suspect human trafficking please contact 911 and call the National Human Trafficking Hotline at 1-888-373-7888. Make the call, save lives! Go to~ https://truckersagainsttrafficking.org/~ to learn more.

Report Prepared By: C. M. Barrondo

ID/Badge #:

Copy Received By:

00677713 CA CANADC002965

#### DRIVER/VEHICLE EXAMINATION REPORT

Inspect 1.130.8745

State:

State:



California Highway Patrol

601 N. 7th Street Sacramento, CA 95811

Phone: (530)568-6010 Fax: (916)843-3898 Internationally Accredited Agency

Report Number: CANADC002977 Inspection Date: 09/24/2024

Start: 12:11 PM PT End: 12:56 PM PT Inspection Level: V - Terminal HM Inspection Type: None

Carrier: SANTA BARBARA TRANSPORTATION

CORP

**DBA: STUDENT TRANSPORTATION OF AMERICA** 

12560 RAYMER STREET

NORTH HOLLYWOOD, CA, 91605

**USDOT: 677713** MC/MX#:

State#: 16052

Phone#: (818)982-1663

Fax#: (818)982-8934

Date of Birth:

Highway: County: LOS ANGELES

Location: 12560 RAYMER ST

Email: mbroerman@ridesta.com

Driver: License#:

Date of Birth: CoDriver:

License#:

Shipper: N/A

Milepost: Origin: N/A

Destination: N/A

Bill of Lading: N/A

Cargo: N/A

VEHICLE IDENTIFICATION

Unit Type Make Year State

Plate SB BLUB 2016 CA 7NBZ856 Equipment ID 275129

GVWR CVSA Existing 1BAKGCBAXGF321637 31500

CVSA#

Cargo Tank:

**BRAKE ADJUSTMENTS** 

Axle # 1 2 1 1/4 1 1/2 Right 1 1/4 1 1/2 Left Chamber L-24 L-30

**VIOLATIONS** 

Section 1284(h) T-13

CCR

Type Unit OOS

Citation # VerifyCrash Violations Discovered

Schoolbus emergency exit door guard interferes with door operation--392.2: Emergency exit aisle seat is missing shock. Seat is at seating possition at all times.

Placard:

HazMat: No HM transported

Special Checks: No data for special checks

State Information:

Odometer: 102426; File Code Number: 351255; PUC: 456; Fuel Type: LPG; Passenger Capacity: 39; WC Passenger Capacity: 0; Bus Type: 1; Beat/Sub Area: S07; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 17

Pursuant to Section 24004 CVC, violations recorded on this SafetyNet Inspection Report must be corrected prior to redispatch. Violations marked out of service must be corrected before the vehicle is operated on the highway. For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures. DO NOT RETURN THIS FORM TO THE CALIFORNIA HIGHWAY PATROL.



#### TRUCKERS AGAINST TRAFFICKING

If you suspect human trafficking please contact 911 and call the National Human Trafficking Hotline at 1-888-373-7888. Make the call, save lives! Go to~ https://truckersagainsttrafficking.org/~ to learn more.

Report Prepared By: C. M. Barrondo

ID/Badge #: A13440

Copy Received By:

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00677713 CA CANADC002977

#### DRIVER/VEHICLE EXAMINATION REPORT

Driver: License#: Inspect 1.130.8745

State:

State:



California Highway Patrol 411 North Central Avenue, #410 Glendale, CA 91203

Phone: (323) 644-9557

Internationally Accredited Agency CHP407F/343A

Report Number: CANADC002922 Inspection Date: 08/14/2024 Start: 7:55 AM PT End: 8:52 AM PT Inspection Level: V - Terminal

HM Inspection Type: None

Carrier: SANTA BARBARA TRANSPORTATION

CORP

**DBA: STUDENT TRANSPORTATION OF AMERICA** 

12560 RAYMER STREET

NORTH HOLLYWOOD, CA, 91605

**USDOT:** 677713

State#: 16052

Highway:

MC/MX#:

Phone#: (818)982-1663 Fax#: (818)982-8934

Milepost:

Origin: N/A

Shipper: N/A

Destination: N/A

Date of Birth:

Date of Birth:

CoDriver:

License#:

Bill of Lading: N/A Cargo: N/A

Email: MBROERMAN@RIDESTA.COM

VEHICLE IDENTIFICATION

County: LOS ANGELES

Location: 12560 RAYMER ST

Unit Type Make Year State Plate SB BLUB 2019 CA 8FFB951 Equipment ID 196061

VIN 1BAKBCBA5KF356061 30280

**GVWR** CVSA Existing

CVSA#

**BRAKE ADJUSTMENTS** 

Axle # 1 1 1/4 1 1/2 Right Left 1 1/4 1 1/2 Chamber L-24 L-30

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Odometer: 62931; File Code Number: 351255; Fuel Type: LPG; Passenger Capacity: 54; WC Passenger Capacity: 8; Bus Type: 1; School Bus Cert: 8/14/2024 12:00:00 AM; Beat/Sub Area: S07; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh

#1 Type: 17

Notes: Last 45 day inspection: 08-06-2024 Miles: 62889

Last Cert: 08-08-2023 Miles: 53231



#### TRUCKERS AGAINST TRAFFICKING

If you suspect human trafficking please contact 911 and call the National Human Trafficking Hotline at 1-888-373-7888. Make the call, save lives! Go to~ https://truckersagainsttrafficking.org/~ to learn more.

Report Prepared By: C. M. Barrondo

ID/Badge #: A13440

Copy Received By:

00677713 CA CANADC002922

#### DRIVER/VEHICLE EXAMINATION REPORT

Driver:

License#:

CoDriver:

License#:

Date of Birth:

Inspect 1.130.8745

State:

State.



California Highway Patrol 411 North Central Avenue, #410

Glendale, CA 91203 Phone: (323) 644-9557

Internationally Accredited Agency CHP407F/343A

Fax#: (818)982-8934

Report Number: CANADC002921 Inspection Date: 08/14/2024 Start: 7:02 AM PT End: 7:49 AM PT Inspection Level: V - Terminal

Carrier: SANTA BARBARA TRANSPORTATION

CORP

**DBA: STUDENT TRANSPORTATION OF AMERICA** 

12560 RAYMER STREET

NORTH HOLLYWOOD, CA. 91605 Phone#: (818)982-1663

**USDOT**: 677713

MC/MX#:

State#: 16052

Location: 12560 RAYMER ST

Highway:

County: LOS ANGELES

Email: mbroerman@ridesta.com

Date of Birth: Shipper: N/A Milepost:

Origin: Destination: Bill of Lading: N/A

**HM Inspection Type:** None

Cargo:

VEHICLE IDENTIFICATION

Plate Unit Type Make Year State SB BLUB 2019 CA 8ETY173

Equipment ID 196078

VIN **GVWR** CVSA Existing 1BAKBCBA0KF356078 30280

CVSA#

**BRAKE ADJUSTMENTS** 

Axle # 1 2 Right 1 1/4 1 1/2 1 1/4 1 1/2 Left L-24 L-30 Chamber

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Odometer: 62014; File Code Number: 351255; Fuel Type: LPG; Passenger Capacity: 54; WC Passenger Capacity: 8; Bus Type: 1; School Bus Cert: 8/14/2024 12:00:00 AM; Beat/Sub Area: S07; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 17

Notes: Last 45 day inspection: 2024-07-12 Miles: 61877

Last Cert: 08-08-2023 Miles: 52418



#### TRUCKERS AGAINST TRAFFICKING

If you suspect human trafficking please contact 911 and call the National Human Trafficking Hotline at 1-888-373-7888. Make the call, save lives! Go to~ https://truckersagainsttrafficking.org/~ to learn more.

Report Prepared By: C. M. Barrondo

ID/Badge #: A13440

Copy Received By:

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00677713 CA CANADC002921

#### DRIVER/VEHICLE EXAMINATION REPORT

Inspect 1.130.8745

State:

State:



California Highway Patrol 411 North Central Avenue, #410

Glendale, CA 91203 Phone: (323) 644-9557

Internationally Accredited Agency CHP407F/343A

Report Number: CANADC002924 Inspection Date: 08/14/2024

Start: 10:38 AM PT End: 11:34 AM PT

Inspection Level: V - Terminal HM Inspection Type: None

Carrier: SANTA BARBARA TRANSPORTATION

CORP

**DBA: STUDENT TRANSPORTATION OF AMERICA** 

12560 RAYMER STREET

NORTH HOLLYWOOD, CA, 91605

USDOT: 677713 MC/MX#:

State#: 16052

Phone#: (818)982-1663

Fax#: (818)982-8934

Location: 12560 RAYMER ST

Highway: County: LOS ANGELES

Email: MBROERMAN@RIDESTA.COM

Driver

License#: Date of Birth:

CoDriver: License#:

Date of Birth:

Milepost: Shipper: N/A

Origin: N/A Destination: N/A Bill of Lading: N/A

Cargo: N/A

VEHICLE IDENTIFICATION

Unit Type Make Year State Plate SB BLUB 2019 CA 80ESZ891

Equipment ID 196082

VIN 1BAKBCBA2KF356082 30280

GVWR CVSA Existing

CVSA#

**BRAKE ADJUSTMENTS** 

Axle # Right Left

Chamber

1 1 1/4 1 1/2 1 1/4 1 1/2 L-24 L-30

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Odometer: 59734; File Code Number: 351255; Fuel Type: LPG; Passenger Capacity: 54; WC Passenger Capacity: 8; Bus Type: 1; School Bus Cert: 8/14/2024 12:00:00 AM; Beat/Sub Area: S07; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh

#1 Type: 17

Notes: Last 45 day inspection: 08-08-2024 Miles: 59734

Last Cert: 08-08-2023 Miles: 44219



#### TRUCKERS AGAINST TRAFFICKING

If you suspect human trafficking please contact 911 and call the National Human Trafficking Hotline at 1-888-373-7888. Make the call, save lives! Go to~ https://truckersagainsttrafficking.org/~ to learn more.

Report Prepared By: C. M. Barrondo

ID/Badge #:

Copy Received By:

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00677713 CA CANADC002924

#### DRIVER/VEHICLE EXAMINATION REPORT

Inspect 1.130.8745

State:

State:



California Highway Patrol 411 North Central Avenue, #410

> Glendale, CA 91203 Phone: (323) 644-9557

Internationally Accredited Agency CHP407F/343A

Report Number: CANADC002923 Inspection Date: 08/14/2024

Start: 9:33 AM PT End: 10:24 AM PT Inspection Level: V - Terminal HM Inspection Type: None

Carrier: SANTA BARBARA TRANSPORTATION

CORP

**DBA: STUDENT TRANSPORTATION OF AMERICA** 

12560 RAYMER STREET

NORTH HOLLYWOOD, CA, 91605

USDOT: 677713 MC/MX#:

State#: 16052

Highway:

Phone#: (818)982-1663

Fax#: (818)982-8934

Date of Birth: CoDriver: License#:

Driver:

License#:

Date of Birth: Shipper: N/A Milepost:

Origin: N/A

Bill of Lading: N/A

Destination: N/A Cargo: N/A

County: LOS ANGELES Email: MBROERMAN@RIDESTA.COM

VEHICLE IDENTIFICATION

Location: 12560 RAYMER ST

Plate Unit Type Make Year State SB BLUB 2019 CA 8FFB929

Equipment ID 196084

VIN 1BAKBCBA6KF356084 30280

GVWR CVSA Existing

CVSA#

**BRAKE ADJUSTMENTS** 

Axle # 1 1 1/4 1 3/4 Right Left 1 1/4 1 3/4 Chamber L-24 L-30

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Odometer: 53587; File Code Number: 351255; Fuel Type: LPG; Passenger Capacity: 54; WC Passenger Capacity: 8; Bus Type: 1; School Bus Cert: 8/14/2024 12:00:00 AM; Beat/Sub Area: S07; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 17

Notes: Last 45 day inspection: 2024-07-12 Miles:53514

Last Cert: 06-22-2023 Miles: 48453



#### TRUCKERS AGAINST TRAFFICKING

If you suspect human trafficking please contact 911 and call the National Human Trafficking Hotline at 1-888-373-7888. Make the call, save lives! Go to~ https://truckersagainsttrafficking.org/~ to learn more.

Report Prepared By: C. M. Barrondo

ID/Badge #: A13440

Copy Received By:

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00677713 CA CANADC002923

#### DRIVER/VEHICLE EXAMINATION REPORT

Inspect 1.130.8745

State:

State:



California Highway Patrol 411 North Central Avenue, #410

Glendale, CA 91203 Phone: (323) 644-9557

Internationally Accredited Agency CHP407F/343A

Report Number: CANADC002934 Inspection Date: 08/22/2024

Start: 7:01 AM PT End: 8:33 PM PT Inspection Level: V - Terminal HM Inspection Type: None

Carrier: SANTA BARBARA TRANSPORTATION

CORP

**DBA: STUDENT TRANSPORTATION OF AMERICA** 

12560 RAYMER STREET

NORTH HOLLYWOOD, CA, 91605 Phone#: (818)982-1663

**USDOT: 677713** 

MC/MX#: State#: 16052

Location: 12560 RAYMER ST

Highway:

County: LOS ANGELES Email: mbroerman@ridesta.com Driver: License#:

Date of Birth: CoDriver:

License#: Date of Birth:

Shipper: N/A Milepost:

Origin: **Destination:**  Bill of Lading: N/A

Cargo:

VEHICLE IDENTIFICATION

Unit Type Make Year State

Plate SB CHEV 2017 CA 9NLM749 Equipment ID 1707

Fax#: (818)982-8934

VIN **GVWR** CVSA Existing 1HA3GSBG7HN005379 12300

CVSA#

**BRAKE ADJUSTMENTS** 

Axle # Right Left

1

1 2 N/A N/A N/A N/A

Chamber HYDR HYDR

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Odometer: 34481; File Code Number: 351255; Fuel Type: GAS; Passenger Capacity: 14; WC Passenger Capacity: 6; Bus Type: 1; School Bus Cert: 8/22/2024 12:00:00 AM; Beat/Sub Area: S07; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 17

Notes: Last 45 day inspection: 07-17-2024 Miles: 34473



#### TRUCKERS AGAINST TRAFFICKING

If you suspect human trafficking please contact 911 and call the National Human Trafficking Hotline at 1-888-373-7888. Make the call, save lives! Go to~ https://truckersagainsttrafficking.org/~ to learn more.

Report Prepared By: C. M. Barrondo

ID/Badge #: A13440

Copy Received By:

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00677713 CA CANADC002934

#### DRIVER/VEHICLE EXAMINATION REPORT

Inspect 1.130.8745

State:

State:



California Highway Patrol 411 North Central Avenue, #410

Glendale, CA 91203 Phone: (323) 644-9557

Internationally Accredited Agency CHP407F/343A

Report Number: CANADC002935 Inspection Date: 08/22/2024 Start: 8:38 AM PT End: 9:31 AM PT Inspection Level: V - Terminal HM Inspection Type: None

Carrier: SANTA BARBARA TRANSPORTATION

CORP

**DBA: STUDENT TRANSPORTATION OF AMERICA** 

12560 RAYMER STREET

NORTH HOLLYWOOD, CA, 91605

**USDOT:** 677713 MC/MX#:

State#: 16052

Highway:

Phone#: (818)982-1663

Fax#: (818)982-8934

Origin: Destination:

County: LOS ANGELES

Email: mbroerman@ridesta.com

Location: 12560 RAYMER ST

Driver: License#:

Date of Birth: CoDriver:

License#: Date of Birth: Milepost:

Shipper: N/A

Bill of Lading: N/A

Cargo:

VEHICLE IDENTIFICATION

Unit Type Make Year State Plate SB BLUB 2016 CA 02884U1 Equipment ID 7809

**GVWR** CVSA Existing VIN 1BABNBAA1GF321480 36200

CVSA#

**BRAKE ADJUSTMENTS** 

Axle # 1 2 1 1/4 1 1/2 Right Left 1 1/4 1 1/2 Chamber L-20 L-30

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Odometer: 155943; File Code Number: 351255; Fuel Type: CNG; Passenger Capacity: 78; WC Passenger Capacity: 0; Bus Type: 1; School Bus Cert: 8/22/2024 12:00:00 AM; Beat/Sub Area: S07; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 17

Notes: Last 45 day inspection: 07-23-2024 Miles: 155579

Last Cert: 09-06-2023 Miles: 149133



#### TRUCKERS AGAINST TRAFFICKING

If you suspect human trafficking please contact 911 and call the National Human Trafficking Hotline at 1-888-373-7888. Make the call, save lives! Go to~ https://truckersagainsttrafficking.org/~ to learn more.

Report Prepared By: C. M. Barrondo

ID/Badge #: A13440

Copy Received By:

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00677713 CA CANADC002935

#### DRIVER/VEHICLE EXAMINATION REPORT

Inspect 1.130.8745

State:

State:



California Highway Patrol 411 North Central Avenue, #410 Glendale, CA 91203

Plate

Phone: (323) 644-9557

Internationally Accredited Agency CHP407F/343A

Fax#: (818)982-8934

Report Number: CANADC002939 Inspection Date: 08/22/2024

Start: 12:57 PM PT End: 1:53 PM PT Inspection Level: V - Terminal **HM Inspection Type:** None

Carrier: SANTA BARBARA TRANSPORTATION

CORP

**DBA: STUDENT TRANSPORTATION OF AMERICA** 

12560 RAYMER STREET

NORTH HOLLYWOOD, CA, 91605 Phone#: (818)982-1663

**USDOT:** 677713 MC/MX#:

State#: 16052

Location: 12560 RAYMER ST Highway:

County: LOS ANGELES

Email: MBROERMAN@RIDESTA.COM

Driver:

License#: Date of Birth:

CoDriver: License#: Date of Birth:

Shipper: N/A

Origin: N/A Destination: N/A

Milepost:

Bill of Lading: N/A

Cargo: N/A

VEHICLE IDENTIFICATION

Unit Type Make Year State SB BLUB 2017 CA 7UKV509 Equipment ID 174007

GVWR CVSA Existing VIN 1BAKGCBA9HF332758 31500

CVSA#

BRAKE ADJUSTMENTS

Axle # 1 2 Right 1 1/4 1 1/2 Left 1 1/4 1 1/2 L-24 L-30 Chamber

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

Odometer: 69526; File Code Number: 351255; Fuel Type: LPG; Passenger Capacity: 72; WC Passenger Capacity: 0; Bus Type: 1; School Bus Cert: 8/22/2024 12:00:00 AM; Beat/Sub Area: S07; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 17

Notes: Last 45 day inspection: 07-19-2024 Miles: 69183

Last Cert: 09-06-2023 Miles: 64275



#### TRUCKERS AGAINST TRAFFICKING

If you suspect human trafficking please contact 911 and call the National Human Trafficking Hotline at 1-888-373-7888. Make the call, save lives! Go to~ https://truckersagainsttrafficking.org/~ to learn more.

Report Prepared By: C. M. Barrondo

ID/Badge #: A13440

Copy Received By:

X

X

00677713 CA CANADC002939

#### DRIVER/VEHICLE EXAMINATION REPORT

Inspect 1.130.8745

State:

State:



California Highway Patrol 411 North Central Avenue, #410

Glendale, CA 91203 Phone: (323) 644-9557

Internationally Accredited Agency CHP407F/343A

Report Number: CANADC002937 Inspection Date: 08/22/2024

Start: 10:36 AM PT End: 11:33 AM PT

Inspection Level: V - Terminal HM Inspection Type: None

Carrier: SANTA BARBARA TRANSPORTATION

CORP

**DBA: STUDENT TRANSPORTATION OF AMERICA** 

12560 RAYMER STREET

NORTH HOLLYWOOD, CA, 91605

USDOT: 677713 MC/MX#: Phone#: (818)982-1663

Fax#: (818)982-8934

State#: 16052 Location: 12560 RAYMER ST

Highway: County: LOS ANGELES

Email: MBROERMAN@RIDESTA.COM

Driver:

License#: Date of Birth:

CoDriver: License#:

Date of Birth:
Milepost: Shipper: N/A

Origin: N/A Destination: N/A Bill of Lading: N/A

Cargo: N/A

VEHICLE IDENTIFICATION

Unit Type Make Year State Plate

1 SB THMS 2017 CA 92423D2

Equipment ID 176306 VIN GVWF 1T88Y9D2XH1116306 36200

GVWR CVSA Existing

CVSA#

**BRAKE ADJUSTMENTS** 

 Axle #
 1
 2

 Right
 1 1/4
 1 1/2

 Left
 1 1/4
 1 1/2

 Chamber
 C-30
 C-30

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Odometer: 96965; File Code Number: 351255; Fuel Type: D; Passenger Capacity: 84; WC Passenger Capacity: 0; Bus Type: 1; School Bus Cert: 8/22/2024 12:00:00 AM; Beat/Sub Area: S07; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 17

Notes: Last 45 day inspection: 08-20-2024 Miles: 96965

Last cert: 08-08-2024 Miles: 96965



#### TRUCKERS AGAINST TRAFFICKING

If you suspect human trafficking please contact 911 and call the National Human Trafficking Hotline at 1-888-373-7888. Make the call, save lives! Go to~ https://truckersagainsttrafficking.org/~ to learn more.

Report Prepared By: C. M. Barrondo ID/Badge #:

Copy Received By:

X

X

of 1 00677713 CA CANADC002937

#### DRIVER/VEHICLE EXAMINATION REPORT

Inspect 1.130.8745

State:

State:



California Highway Patrol 411 North Central Avenue, #410

Glendale, CA 91203 Phone: (323) 644-9557

Internationally Accredited Agency CHP407F/343A

Report Number: CANADC002938 Inspection Date: 08/22/2024

Start: 12:04 PM PT End: 12:52 PM PT Inspection Level: V - Terminal **HM Inspection Type:** None

Carrier: SANTA BARBARA TRANSPORTATION

CORP

**DBA: STUDENT TRANSPORTATION OF AMERICA** 

12560 RAYMER STREET

**USDOT:** 677713 MC/MX#:

State#: 16052

Highway:

NORTH HOLLYWOOD, CA, 91605

Phone#: (818)982-1663

Fax#: (818)982-8934

License#:

Date of Birth: Milepost:

Driver:

License#:

CoDriver:

Date of Birth:

Origin: N/A Destination: N/A Shipper: N/A

Bill of Lading: N/A Cargo: N/A

Email: MBROERMAN@RIDESTA.COM

VEHICLE IDENTIFICATION

County: LOS ANGELES

Unit Type Make Year State

Location: 12560 RAYMER ST

Plate SB CHEV 2022 CA 9CZZ004

Equipment ID 220933

VIN 1HA6GUB79NN000933 14500

GVWR CVSA Existing

CVSA#

**BRAKE ADJUSTMENTS** 

Axle # 1 Right N/A N/A Left N/A N/A Chamber HYDR HYDR

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Odometer: 20784; File Code Number: 351255; Fuel Type: GAS; Passenger Capacity: 24; WC Passenger Capacity: 0; Bus Type: 1; School Bus Cert: 8/22/2024 12:00:00 AM; Beat/Sub Area: S07; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh

#1 Type: 17

Notes: Last 45 day inspection: 08-20-2024 Miles: 20183

Last Cert: 07-21-2023 Miles: 8355



#### TRUCKERS AGAINST TRAFFICKING

If you suspect human trafficking please contact 911 and call the National Human Trafficking Hotline at 1-888-373-7888. Make the call, save lives! Go to~ https://truckersagainsttrafficking.org/~ to learn more.

Report Prepared By: C. M. Barrondo

ID/Badge #:

Copy Received By:

X



#### DRIVER/VEHICLE EXAMINATION REPORT

Inspect 1.130.8745



California Highway Patrol 411 North Central Avenue, #410

Glendale, CA 91203 Phone: (323) 644-9557

Internationally Accredited Agency CHP407F/343A

Report Number: CANADC002936 Inspection Date: 08/22/2024

Start: 9:36 AM PT End: 10:32 AM PT Inspection Level: V - Terminal

Inspection Level: V - Terminal HM Inspection Type: None

Carrier: SANTA BARBARA TRANSPORTATION

CORP

MC/MX#:

DBA: STUDENT TRANSPORTATION OF AMERICA

12560 RAYMER STREET

NORTH HOLLYWOOD, CA, 91605

Phon

Phone#: (818)982-1663 Fax#: (818)982-8934 License#: Date of Birth: CoDriver:

Driver:

License#:

Date of Birth:

State:

State:

State#: 16052

USDOT: 677713

Location: 12560 RAYMER ST Highway:

County: LOS ANGELES

Milepost: Origin: N/A Destination: N/A Shipper: N/A

Bill of Lading: N/A Cargo: N/A

Email: MBROERMAN@RIDESTA.COM

VEHICLE IDENTIFICATION

Unit Type Make Year State Plate

1 SB CHEV 2022 CA 9CZZ005

Equipment ID 220937

VIN GVWR CVSA Existing
1HA6GUB76NN000937 14500

CVSA#

**BRAKE ADJUSTMENTS** 

 Axle #
 1
 2

 Right
 N/A
 N/A

 Left
 N/A
 N/A

 Chamber
 HYDR
 HYDR

VIOLATIONS: No violations were discovered

HazMat: No HM transported

Placard:

Cargo Tank:

Special Checks: No data for special checks

State Information:

Odometer: 17438; File Code Number: 351255; Fuel Type: GAS; Passenger Capacity: 24; WC Passenger Capacity: 0; Bus Type: 1; School Bus Cert: 8/22/2024 12:00:00 AM; Beat/Sub Area: S07; Regulated Vehicle: Y; Pre-Cleared Vehicle: N; Veh #1 Type: 17

Notes: Last 45 day inspection: 08-21-2021 Miles: 17438

Last Cert:: 07-21-2023 Miles: 5068



#### TRUCKERS AGAINST TRAFFICKING

If you suspect human trafficking please contact 911 and call the National Human Trafficking Hotline at 1-888-373-7888. Make the call, save lives! Go to~ https://truckersagainsttrafficking.org/~ to learn more.

Report Prepared By: C. M. Barrondo ID/Badge #: A13440 Copy Received By:

X

X

00677713 CA CANADO

00677713 CA CANADC002936



# BROOKS TRANSPORTATION, INC PO BOX 2111 WINNETKA, CA 91396

Brooks Transportation is interested in providing service for El Camino Real Charter High School for the 2025- 2026 school year.

#### **Company History**

Brooks Transportation has been in business for over 15+ years. We have provided buses/pupil transportation for El Camino Real Charter High School for many years in the past.

# **Company Leaders**

Agustin Quiroz and Richard Quiroz, are the primary contacts and supervisors of Brooks Transportation. Agustin Quiroz has been with the company since its inception. Richard Quiroz has been supervisor of all office and bus reservations related matters, since 2011. Various office staff at El Camino Real Charter, and Sports Coaches, are familiar with our quality of service. Not only do we have the best customer service of any other bus company. But we have the unique ability to provide multiple buses in a day, and provide buses at the very last minute. And we have provided this type of service for El Camino Real Charter, since 2017.

# <u>History of Service For El Camino Real Charter High School</u>

Various staff from El Camino Real Charter High School, can attest to our quality of service that we have provided in prior semesters. Dean Bennett, Donna Bennett, Richard Yi (former sports directory), Richard Russell, and other various staff.

#### **Bus Prices**

We can provide school buses for **sports**, for the 2025-2026 school year. For \$750 for 5 hours, and \$85 for every additional hour. All other buses for non sport activities (field trips etc), would cost \$800 for 5 hours, and \$85 for every additional hour. This cost would be for trips within the San Fernando Valley, Santa Clarita and the L.A. City area.

If you have any other questions. Please feel free to reach out to us at:

Email: brookstransportation09@hotmail.com

Office: (818) 610-3092

Main Contacts at Brooks Transportation: Agustin Quiroz & Richard Quiroz

Thank you for your interest in our company.

**Brooks Transportation, Inc.** 

# Coversheet

# Discussion and Vote to Approve the 2025-2026 CDE Consolidated Application for Funding

Section: V. School Business

Item: J. Discussion and Vote to Approve the 2025-2026 CDE Consolidated

Application for Funding

Purpose: Vote

Submitted by: Related Material:

\_Agenda Item V.J.-2025-26 Consolidated Application for Funding (CONAP).pdf

#### **Consolidated Application**

El Camino Real Charter High (19 64733 1932623)

Status: Certified Saved by: Fernando Delgado Date: 6/26/2025 10:26 AM

# 2025–26 Protected Prayer Certification

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

#### **CDE Program Contact:**

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

#### **Protected Prayer Certification Statement**

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

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

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	David Hussey
Authorized Representative's Title	Executive Director
Authorized Representative's Signature Date	06/26/2025
Comment	
If the LEA is not able to certify at this time, then an explanation must be provided in the comment field. (Maximum 500 characters)	

\*\*\*Warning\*\*\*

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Report Date:6/26/2025 Page 2 of 5

#### Consolidated Application

El Camino Real Charter High (19 64733 1932623)

Status: Certified Saved by: Fernando Delgado Date: 6/26/2025 10:25 AM

#### 2025–26 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at https://www.cde.ca.gov/fg/aa/co/ca24assurancestoc.asp.

#### **CDE Program Contact:**

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

#### **Consolidated Application Certification Statement**

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

Authorized Representative's Full Name	(David Hussey
Authorized Representative's Signature	Sight 1
Authorized Representative's Title	Executive Director
Authorized Representative's Signature Date	06/26/2025

\*\*\*Warning\*\*\*

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Report Date:6/26/2025 Violation of both state and federal law. Page 1 of 5

#### **Consolidated Application**

El Camino Real Charter High (19 64733 1932623)

Status: Certified Saved by: Fernando Delgado Date: 6/26/2025 10:26 AM

# 2025-26 Substitute System for Time Accounting

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

#### **CDE Program Contact:**

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

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

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

2025–26 Request for authorization	Yes
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system  (Maximum 500 characters)	None known,

\*\*\*Warning\*\*\*

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#### **Consolidated Application**

El Camino Real Charter High (19 64733 1932623)

Status: Certified Saved by: Fernando Delgado Date: 6/26/2025 10:26 AM

## 2025–26 Application for Funding

#### **CDE Program Contact:**

Consolidated Application Support Desk, Education Data Office, <a href="mailto:conAppSupport@cde.ca.gov">conAppSupport@cde.ca.gov</a>, 916-319-0297

#### **Local Governing Board Approval**

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

By checking this box the LEA certifies that the Local Board has approved	Yes
the Application for Funding for the listed fiscal year	

#### **District English Learner Advisory Committee Review**

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

By checking this box the LEA certifies that parent input has been received	Yes
from the District English Learner Committee (if applicable) regarding the	]
spending of Title III funds for the listed fiscal year	

#### **Application for Categorical Programs**

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant)	Yes
ESSA Sec. 1111 et seq. SACS 3010	
Title II, Part A (Supporting Effective Instruction)	Yes
ESEA Sec. 2104 SACS 4035	
Title III English Learner	No
ESEA Sec. 3102 SACS 4203	
Title III Immigrant	No
ESEA Sec. 3102 SACS 4201	
Title IV, Part A (Student and School Support)	Yes
ESSA Sec. 4101 SACS 4127	

\*\*\*Warning\*\*\*

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Report Date:6/26/2025

Page 2 of 2

#### **Consolidated Application**

El Camino Real Charter High (19 64733 1932623)

Status: Certified Saved by: Fernando Delgado Date: 6/26/2025 11:22 AM

# 2025-26 LCAP Federal Addendum Certification

#### **CDE Program Contact:**

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

#### **Initial Application**

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

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

#### **Returning Application**

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

County Office of Education (COE) or District	
For a COE, enter the original approval date as the day the CDE approved the current LCAP. For a district, enter the original approval date as the day the COE approved the current LCAP	
Direct Funded Charter	06/27/2024
Enter the adoption date of the current LCAP	
Authorized Representative's Full Name	David Hussey
Authorized Representative's Title	Executive Director

\*\*\*Warning\*\*\*

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Report Date:6/26/2025

R02

Page 1 of 2

#### **Consolidated Application**

El Camino Real Charter High (19 64733 1932623)

Status: Certified Saved by: Fernando Delgado Date: 6/26/2025 10:26 AM

## 2024–25 Homeless Education Policy, Requirements, and Implementation

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

#### **CDE Program Contact:**

Karmina Barrales, Integrated Student Support and Programs Office, <u>KBarrales@cde.ca.gov</u>, 916-327-9692 Deborah Avalos, Integrated Student Support and Programs Office, <u>DAvalos@cde.ca.gov</u>, 916-319-0599

Amount of 2024–25 Title I, Part A funds expended or encumbered for direct or indirect services for homeless children	\$6,000
Homeless services provided	For the 18 Students identified as Unhoused in the 2024-2025 School Year; Students have regular meetings with the Homeless Liaison.
	Free access to School Supplies, transportation and food also provided for weekends as well. Free Access to Student Events (Prom, Grad Night) made available.  Counseling and Psychological Social
	Worker services provided on a regular basis.
(Maximum 500 characters)	
No expenditures or encumbrances comment	
Provide an explanation why there are no Title I, Part A expenditures or encumbrances for homeless services. (Maximum 500 characters)	

\*\*\*Warning\*\*\*

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Report Date:6/26/2025 Page 4 of 4

#### **Consolidated Application**

El Camino Real Charter High (19 64733 1932623)

Status: Certified Saved by: Fernando Delgado Date: 6/26/2025 10:26 AM

# 2024–25 Homeless Education Policy, Requirements, and Implementation

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

#### **CDE Program Contact:**

reservation

Karmina Barrales, Integrated Student Support and Programs Office, <a href="mailto:KBarrales@cde.ca.gov">KBarrales@cde.ca.gov</a>, 916-327-9692 Deborah Avalos, Integrated Student Support and Programs Office, <a href="mailto:DAvalos@cde.ca.gov">DAvalos@cde.ca.gov</a>, 916-319-0599

	<u> </u>
Has the homeless liaison attended and/or participated in a homeless education liaison training within the last two years	Yes
Has the homeless liaison provided training to the following personnel:	
Principals and other school leaders	Yes
Attendance officers and registrars	Yes
Teachers and instructional assistants	Yes
School counselors	Yes
Homeless Education Policy and Requirements	
Does the LEA have a written homeless education policy	Yes
No policy comment	
Provide an explanation why the LEA does not have a homeless education policy. (Maximum 500 characters)	
Date LEA's board approved the homeless education policy	12/16/2021
Does the LEA meet the above federal requirements	Yes
Compliance comment	
Provide an explanation why the LEA does not comply with federal requirements. (Maximum 500 characters)	
Housing Questionnaire Identifying Homeless Children	
Does your LEA use a housing questionnaire to assist with the identification of homeless children and youth	Yes
Does the housing questionnaire include best practices, rights, and protections afforded to homeless children and youth	Yes
Is the housing questionnaire made available in paper form	Yes
Did your LEA administer the housing questionnaire to all student body during the school year	Yes
Title I, Part A Homeless Expenditures	
2024–25 Title I, Part A LEA allocation	\$369,763
2024–25 Title I, Part A direct or indirect services to homeless children	\$1

\*\*\*Warning\*\*\*

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Report Date:6/26/2025 Page 3 of 4

#### **Consolidated Application**

El Camino Real Charter High (19 64733 1932623)

Status: Certified Saved by: Fernando Delgado Date: 6/26/2025 10:26 AM

# 2024–25 Homeless Education Policy, Requirements, and Implementation

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

#### **CDE Program Contact:**

Karmina Barrales, Integrated Student Support and Programs Office, <u>KBarrales@cde.ca.gov</u>, 916-327-9692 Deborah Avalos, Integrated Student Support and Programs Office, <u>DAvalos@cde.ca.gov</u>, 916-319-0599

#### **Homeless Education Certification**

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

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

#### **Homeless Liaison Contact Information**

Homeless liaison first name	Melissa
Homeless liaison last name	Harr
Homeless liaison title	Unhoused & Foster Youth Liaison
Homeless liaison email address	m.harr@ecrchs.net
(Format: abc@xyz.zyx)	
Homeless liaison telephone number	818-595-7500
(Format: 999-999-9999)	
Homeless liaison telephone extension	3031
Enter the full-time equivalent (FTE) for all personnel directly responsible for the implementation of homeless education	0.05
(Format: 0.00)	

#### **Homeless Liaison Training Information**

#### \*\*\*Warning\*\*\*

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Report Date:6/26/2025 Page 2 of 4

#### **Consolidated Application**

El Camino Real Charter High (19 64733 1932623)

Status: Certified Saved by: Fernando Delgado Date: 6/26/2025 10:26 AM

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

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

#### **CDE Program Contact:**

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

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

2024–25 Title II, Part A allocation	\$69,547
Transferred-in amount	\$0
Transferred-out amount	\$0
2024–25 Total allocation	\$69,547
Professional Development Expenditures	
Professional development for teachers	\$63,993
Professional development for administrators	. \$5,554
Consulting/Professional services	\$0
Induction programs	\$0
Books and other supplies	\$0
Dues and membership	\$0
Travel and conferences	\$0
Personnel and Other Authorized Activities	
Certificated personnel salaries	\$0
Classified personnel salaries	\$0
Employee benefits	\$0
Developing or improving an evaluation system	\$0
Recruitment activities	\$0
Retention activities	\$0
Class size reduction	\$0
Program Expenditures	
Direct administrative costs	\$0
Indirect costs	\$0
Equitable services for nonprofit private schools	\$0
Total expenditures	\$69,547
2024–25 Unspent funds	\$0

#### \*\*\*Warning\*\*\*

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Report Date:6/26/2025 Page 1 of 4

# Coversheet

# Discuss and Vote on the Variable Term Waiver Request (WV1 Form)

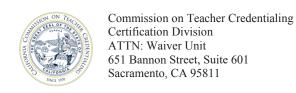
Section: V. School Business

Item: K. Discuss and Vote on the Variable Term Waiver Request (WV1 Form)

Purpose: Vote

Submitted by:

Related Material: Blank VTW.pdf



Email: waivers@ctc.ca.gov

Website: www.ctc.ca.gov

CTC Use Only

CTC Use Only Z

# VARIABLE TERM WAIVER REQUEST (WV1 Form)

Requests must be prepared by the employing agency, not the applicant. All materials must be typewritten or computer generated and sufficiently cleanto photocopy. This form must be used for first time and subsequent waivers only.

-	<b>3</b>				
1.	EMPLOYING AGENCY (include mailing address)	County/District CDS Code	Contact Person:		
	NPS/NPA (list county code		Telephone #:		
	)		EMail:		
2.	APPLICANT INFORMATION:				
	Social Security or Individual Tax Identification 1	Number:			
	All applicants must answer professional fitness questions (see #11). In addition, if fingerprint clearance is not on file at CTC, a completed Live Scan receipt (41-LS) must be submitted with this waiver request. If needed, a review by the Division of Professional Practices will be concluded before a waiver approval letter will be issued.				
	Full Legal Name — First	Middle	Last		
	Former Name(s) Birth Date				
	Applicant's Mailing Address				
	Phone#	Email			
	Phone# Email Waiver Title				
	Waiver Title (List the specific title and subject area of the credential that authorizes the assignment. Note that the subject must be one that is available under current regulations.)				
	Assignment				
	Indicate specific position and grade level (e.g. chemistry teacher, grades 11-12)				
	<ul> <li>For bilingual assignment list LANGU</li> </ul>	JAGE:			
	• Is this a full time position?		Yes No		
	<ul> <li>If not, indicate how many periods a day the individual will be teaching the waiver assignment(s)</li> </ul>				
	• Is this a subsequent waiver? (see #9 f		ormation) Yes No		

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# 3. EDUCATION CODE OR TITLE 5 SECTION TO BE WAIVED Specific section(s) covering the assignment: 4. EFFECTIVE DATES Waivers are dated effective the beginning date of service. Provide the ending date of your school term, track or year below. A justification must be included if the expiration date extends beyond the term, track or year. Effective Dates (mm/dd/yyyy): \_\_\_\_/ \_\_\_\_ to \_\_\_\_/ \_\_\_\_/ Ending date of school term, track, or year: \_\_\_\_/ 5. STATEWIDE HIGH INCIDENCE AREA WAIVER REQUESTS: a. INDICATE THE SHORTAGE AREA FOR THE ASSIGNMENT Special Education Driver Education and Training Clinical or Rehabilitative Services 30-Day Substitute Speech-Language Pathology Services b. INDICATE WHAT WAS DONE THIS YEAR TO LOCATE AND RECRUIT INDIVIDUALS TO **FILL THIS POSITION** No copies are necessary if this is a recognized high incidence area. Advertised in local/national Contacted IHE placement centers newspapers Distributed job announcements Advertised in professional journals Internet Attended job fairs in California Attended recruitment out-of-state c. IF THIS IS AN INITIAL WAIVER REQUEST, EXPLAIN WHAT MAKES THE APPLICANT THE **BEST CANDIDATE**

Include detailed information about the individual's professional preparation and expertise in the subject/area requested and attach appropriate documentation including transcripts, examination score reports, and verification of experience.

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# 6. NON STATEWIDE NON SHORTAGE AREA WAIVER REQUESTS:

a.	INDICATE THE LOW INCIDENCE AREA FOR	THE A	SSIGNMENT	
	Administrative Services		Multiple Subject Teaching	
	Single Subject Teaching (all subject areas)		Pupil Personnel Services: Counseling, Psychology, Social Work	
	Designated Subjects – except driver education and training Teacher Librarian Services		Reading Specialist/Certificate Teacher of English Learner Students	
b.	INDICATE WHAT WAS DONE THIS YEAR TO FILL THIS POSITION  Copies of announcements, advertisements, web s			
 [	The employer must verify <b>all</b> of the following:  Distributed job announcements  Contacted IHE placement centers  Internet (i.e. <a href="https://www.edjoin.org">www.edjoin.org</a> )		ional recruitment methods:  Advertised in local/national newspaper Attended job fairs in California Attended recruitment out-of-state Advertised in professional journals Other	_
c.	PROVIDE DETAILED INFORMATION ABOUT BE SURE TO ANSWER EACH OF THE FOLLO			•
	How many individuals <u>credentialed in the author</u> applied for the position?	izatioı	n of the waiver request  4	
	How many individuals <u>credentialed in the author</u> were interviewed?	izatioı	n of the waiver request  4	
	What were the results of those interviews? (Plea 0.00 Applicant(s) withdrew  One Candidate(s) declined job offer Candidate(s) found unsuitable for the control of the contr			
d.	PROVIDE THE SPECIFIC EMPLOYMENT CRIT	ERIA	FOR THE POSITION	

What <u>special skills and knowledge</u> are needed to successfully perform in this position? These should also be described in your recruitment advertisements and announcements.

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# e. IF THIS IS AN INITIAL WAIVER REQUEST, EXPLAIN WHAT MAKES THE APPLICANT THE BEST CANDIDATE

Include detailed information about the individual's professional preparation and expertise in the subject/area requested and attach appropriate documentation including transcripts, examination score reports, and verification of experience.

Please see attached

7. F	REQUIREMENTS AND	<b>TARGET</b>	COMPLETION	DATES FOR	REACHING	CREDENTIAL	<b>GOAL</b>
------	------------------	---------------	------------	-----------	----------	------------	-------------

List the requirements that the applicant must complete to be eligible for the credential along with the credential goal and target date by which he or she plans to complete those requirements

PROGRAM, COURSE, EXAMINATION, EXPERIENCE	TARGET COMPLETION DATE

8.	LIST THE NAME AND	<b>POSITION OF THE</b>	PERSON ASSIGNED	TO PROVIDE SUPPOR	T AND
	ASSISTANCE TO THE	APPLICANT DURIN	NG THE TERM OF TH	IIS WAIVFR	

By assigning this individual, the employing agency makes a commitment to provide orientation, guidance and assistance to the applicant, as feasible, in completing the requirement(s) listed above

Name	D .'.
Name	Position
Name	1 05141011

# 9. SUBSEQUENT WAIVER REQUESTS

- Attach a copy of a personnel evaluation that verifies the applicant served satisfactorily in the position authorized by the previous waiver.
- Attach supporting documentation

#### 10. IS THIS EMPLOYING AGENCY GEOGRAPHICALLY ISOLATED?

Would the applicant have to travel more than 1 1/2 hours one-way to attend an institution with an approved program to meet the credential goal?

Yes No	$\bigcirc$ N	ot applicable (program	completion is	not a requirement)
--------	--------------	------------------------	---------------	--------------------

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#### 11. PROFESSIONAL FITNESS QUESTIONS (to be answered by the applicant)

Answers to the following questions are required. If you answer yes to any question, you must complete the corresponding *Professional Fitness Explanation Form*.

Before granting your application, the Commission will review, at a minimum:

- Federal Bureau of Investigation criminal history (rap sheet)
- California Department of Justice criminal history (rap sheet)
- International database of teacher misconduct maintained by the National Association of State Directors of Teacher Education and Certification (NASDTEC)
- Previous reviews by the Commission
- Complaints from others
- Notifications from school districts
- Teacher preparation test score violations

You must disclose misconduct, even if:

- It happened a long time ago
- It happened in another state, federal court, military or jurisdiction outside the United States
- You did not go to court and your attorney went for you
- You did not go to jail or the sentence was only a fine or probation
- You received a certificate of rehabilitation
- Your conviction was later dismissed (even if under Penal Code section 1203.4), expunged, set aside or the sentence was suspended



# WARNING: You will be required to sign your application under penalty of perjury; by doing so you are also stating that you understand:

- That the information you provide is true and correct;
- That you understand any and all instructions related to your application;
- Failure to disclose any information requested is falsification of your application and the Commission may reject or deny your application or take disciplinary action against your credential;
- The Commission may reject your application if it is incomplete and it will be delayed.

<ul><li>a. Have you ever been:</li><li>dismissed or,</li><li>non-reelected or,</li></ul>	
<ul> <li>non-reelected or,</li> <li>suspended without pay for more than ten</li> <li>retired or,</li> <li>resigned from, or otherwise left school en</li> </ul>	
because of allegations of misconduct or whi	le allegations of misconduct were pending?
O Yes	○ No

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t	b. Have you ever been convicted of any felony or misdemeanor in California or any other place? You must disclose:				
	<ul> <li>all criminal convictions</li> <li>misdemeanors and felonies</li> <li>convictions based on a plea of no contest or nolo contendere</li> <li>convictions dismissed pursuant to Penal Code Section 1203.4</li> <li>driving under the influence (DUI) or reckless driving convictions</li> <li>no matter how much time has passed</li> </ul>				
	You do not have to disclose:				
	<ul> <li>misdemeanor marijuana-related convictions that occurred more than two years prior to this application, except convictions involving concentrated cannabis, which must be disclosed regardless of the date of such a conviction.</li> <li>Infractions (DUI or reckless driving convictions are <u>not</u> infractions)</li> </ul>				
	Yes No				
c.	Are you currently the subject of any inquiry or investigation by any law enforcement agency or any licensing agency in California or any other state?				
	○ Yes ○ No				
d.	Are any criminal charges currently pending against you?				
	Yes No				
e.	Have you ever had any credential, including but not limited to, any Certificate of Clearance, permit, credential, license or other document authorizing public school service, revoked, denied, suspended, publicly reproved, and/or otherwise subjected to any other disciplinary action (including an action that was stayed) in California or any other state or place?				
	○ Yes ○ No				
f.	Have you ever had any professional or vocational (not teaching or educational) license revoked, denied, suspended, and/or otherwise subjected to any other disciplinary action (including an action that was stayed) in California or any other state or place?				
	○ Yes ○ No				

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#### 12. CHILD ABUSE AND NEGLECT MANDATED REPORTING (to be answered by the applicant)

As a document holder authorized to work with children, it is part of my professional and ethical duty to report every instance of child abuse or neglect known or suspected to have occurred to a child with whom I have professional contact.

I understand that I must report immediately, or as soon as practicably possible, by telephone to a law enforcement agency or a child protective agency, and will send a written report and any evidence relating to the incident within 36 hours of becoming aware of the abuse or neglect of the child.

I understand that reporting the information regarding a case of possible child abuse or neglect to an employer, supervisor, school principal, school counselor, coworker, or other person is not a substitute for making a mandated report to a law enforcement agency or a child protective agency.

I understand that the reporting duties are individual and no supervisor or administrator may impede or inhibit my reporting duties.

I understand that once I submit a report, I am not required to disclose my identity to my employer.

I understand that my failure to report an instance of suspected child abuse or neglect as required by the Child Abuse and Neglect Reporting Act under Section 11166 of the Penal Code is a misdemeanor punishable by up to six months in jail or by a fine of one thousand dollars (\$1,000), or by both that imprisonment and fine.

I acknowledge and certify that as a document holder, I will fulfill all the duties required of a mandated reporter.

I agree

#### 13. PUBLIC NOTICE -- CHECK THE BOX THAT APPLIES

Public School District: Attached is a copy of the agenda item presented to the governing board of the school district in a public meeting showing the name of the applicant, the specific assignment including subject and grade level, and the fact that employment will be on the basis of a credential waiver. With the signature of the superintendent or his or her designee in item #14 below, the person signing verifies that the board acted upon the item favorably.

By submitting this waiver request the district is certifying that reasonable efforts to recruit a fully prepared teacher for the assignment(s) were made in the following order:

- 1. A candidate who is qualified to participate in an approved internship program in the region of the school district
- 2. An individual who is scheduled to complete initial preparation requirements within six months

County Office of Education, State Agency, or Nonpublic, Nonsectarian School or Agency: Attached is a dated copy of the notice that was posted at least 72 hours before the position was filled showing the name of the applicant, the specific assignment including subject and grade level, and the fact that employment will be on the basis of a credential waiver. With the signature of the superintendent or administrator or his or her designee in item #15 below, the person signing verifies that there were no objections to this waiver request.

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#### 14. APPLICANT'S CERTIFICATION

I understand that in order to receive a subsequent waiver for this assignment I must pursue the completion of requirements to obtain full certification in the subject or area covered by this waiver request as specified in #7 above.

I understand that if my case is heard in a public meeting, all materials submitted to the Commission regarding my suitability, including grades and test scores, may be discussed.

I hereby certify (or declare) under penalty of perjury under the laws of the State of California that all of the foregoing statements in this application are true and correct.

Signature of Applicant	Date
(Sign full legal name as listed in #2)	

**15. EMPLOYING AGENCY CERTIFICATION** (To be signed by district or county superintendent, personnel administrator, NPS/NPA administrator, or designee.)

The person for whom this waiver is requested will not be employed until he or she has been cleared by the Department of Justice under the provisions of Education Code Section 44332.6 and Section 44830.1 (AB1612). The employer acknowledges that the Commission's final approval of this individual's waiver will be determined by a fitness review covering, in part, criminal activity, including certain in-state and/or out-of-state convictions. If this waiver request is for service to special education children, the Special Education Local Planning Area (SELPA) has been notified of our intent to request this waiver.

I certify under penalty of perjury that the information provided in this report is accurate and complete.

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# Coversheet

# Discuss and Vote on the Declaration of Need for an annual requirement of LEAs to obtain an emergency and limited assignment permit

Section: V. School Business

Item:

L. Discuss and Vote on the Declaration of Need for an annual requirement

of LEAs to obtain an emergency and limited assignment permit

Purpose: Vote

Submitted by:

Related Material: DON 25-26.pdf



Email: DON@ctc.ca.gov
Website: www.ctc.ca.gov

# **DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS**

Original Declaration of Need for year:		
Revised Declaration of Need for year:		
FOR SERVICE IN A SCHOOL DISTRICT OR	DISTRICT/COUNTY AUTHORIZED	CHARTER SCHOOL
Name of District or Charter:		District CDS Code:
Name of County:		County CDS Code:
By submitting this annual declaration, th	e district is certifying the following	;:
A diligent search, as defined below	ow, to recruit a fully prepared teac	her for the assignment(s) was made
<ul> <li>If a suitable fully prepared teacher to recruit based on the priority s</li> </ul>		trict, the district will make a reasonable effort
scheduled public meeting held on/	/ certifying that there is a ment criteria for the position(s) list	d above adopted a declaration at a regularly an insufficient number of certificated persons ted on the attached form. The attached form nsent calendar.
► Enclose a copy of the board agenda With my signature below, I verify that th force until June 30,  Submitted by (Superintendent, Board Se	ne item was acted upon favorably b	by the board. The declaration shall remain in
Name	Signature	Title
Fax Number	Telephone Number	Date
	Mailing Address	
	EMail Address	
FOR SERVICE IN A COUNTY OFFICE OF EI	DUCATION, STATE AGENCY OR NO	DNPUBLIC SCHOOL AGENCY
Name of County		County CDS Code
Name of State Agency		
Name of NPS/NPA		County of Location

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The Superintendent of the County Office of specified above adopted a declaration on _that such a declaration would be made, cethe county's, agency's or school's specified	$\underline{\hspace{1cm}}/\underline{\hspace{1cm}}/\underline{\hspace{1cm}}$ , at least 72 rtifying that there is an insuf	hours following his or her public anno ficient number of certificated persons	ouncement who meet
The declaration shall remain in force until J	une 30,		
► Enclose a copy of the public announced Submitted by Superintendent, Director, or			
Name	Signature	Title	
Fax Number	Telephone Number	Date	
	Mailing Address		
► This declaration must be on file with the issued for service with the employing against AREAS OF ANTICIPATED NEED FOR FULLY (Based on the previous year's actual need permits the employing agency estimates Declaration of Need for Fully Qualified Edidentified below.	gency  QUALIFIED EDUCATORS  Is and projections of enrollr  it will need in each of the	nent, please indicate the number of identified areas during the valid pe	emergency riod of this
This declaration must be revised by the e exceeds the estimate by ten percent. Boar			applied for
Type of Emergency Permit		<b>Estimated Number Needed</b>	
CLAD/English Learner Authoriza holds teaching credential)	ation (applicant already		
Bilingual Authorization (applical credential)	nt already holds teaching		
List target language(s) for b	ilingual authorization:		

#### **LIMITED ASSIGNMENT PERMITS**

**Resource Specialist** 

**Teacher Librarian Services** 

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

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Emergency Transitional Kindergarten (ETK)

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	
Single Subject	
Special Education	
TOTAL	

#### **Authorizations for Single Subject Limited Assignment Permits**

SUBJECT	ESTIMATED NUMBER NEEDED	SUBJECT	ESTIMATED NUMBER NEEDED
Agriculture		Mathematics	
Art		Music	
Business		Physical Education	
Dance		Science: Biological Sciences	
English		Science: Chemistry	
Foundational-Level Math		Science: Geoscience	
Foundational-Level Science		Science: Physics	
Health		Social Science	
Home Economics		Theater	
Industrial & Technology Education		World Languages (specify)	

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#### **EFFORTS TO RECRUIT CERTIFIED PERSONNEL**

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to <a href="https://www.cde.ca.gov">www.cde.ca.gov</a> for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

#### EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program?	Yes	No
If no, explain		
Does your agency participate in a Commission-approved college or university internship program?	Yes	No
If yes, how many interns do you expect to have this year?		
If yes, list each college or university with which you participate in an in	nternship prog	ram.
If no, explain why you do not participate in an internship program.		

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# Coversheet

# Discussion and Vote on Instructional Continuity Plan

Section: V. School Business

Item: M. Discussion and Vote on Instructional Continuity Plan

Purpose: Vote

Submitted by:

Related Material: Instructional\_Continuity\_Plan.pdf

#### **Instructional Continuity Plan**

#### **Introduction and Purpose**

The purpose of this Instructional Continuity Plan (ICP) is to ensure all students have access to instruction during a natural disaster or emergency, as mandated by Senate Bill 153, Chapter 38, Statutes of 2024 (SB 153), which adds a provision to California Education Code (EC) Section 32282.

This ICP will be included in El Camino's Comprehensive School Safety Plan (CSSP) by July 1st, 2025. Inclusion of this ICP in the CSSP will be required to obtain approval of a Form J-13A waiver request beginning in fiscal year 2026-27. This plan is intended to minimize disruptions to instruction and provide support for pupils' social-emotional, mental health, and academic needs.

## **Objectives**

- 1. Support the physical safety, mental health, and wellbeing of staff, students, and their families.
- 2. Account for all staff and students and determine their needs through timely communication.
- 3. Ensure staff, students, and their families have ongoing access to information, resources, services, and supports to meet their needs.
- 4. Provide education as soon as practicable to students, with the following prioritization, as feasible:
  - a. Full day, in-person instruction
  - b. Hybrid instruction (part time in-person instruction and remote learning)
  - c. Remote learning with live virtual instruction (synchronous)
  - d. Remote learning independently (asynchronous)
- 5. Reopen schools as soon as it is safe to do so.

#### **Engagement with Students and Families**

#### Timeline

As required, El Camino will engage with pupils and their families as soon as practicable, but no later than five calendar days following an emergency.

#### Methodos of Two-Way communication

Families, students, and staff will have regular communication from school officials in case of an emergency school closure. El Camino will use the school messaging system (e.g. robocalls, text messages, emails), social media, and school website updates. If these forms of communication are not available, school personnel will meet to discuss the best way to communicate with staff and families.

#### Access to Instruction

#### **Timeline**

As required, El Camino will provide access to in-person or remote instruction as soon as practicable, but no more than 10 instructional days following the emergency.

#### Conditions for resuming access to in-person instruction

El Camino will work to resume in-person instruction as soon as possible and will evaluate a number of factors including:

- 1. Status of evacuation orders
- 2. Status of power and utilities
- 3. Air quality
- 4. Access to safe and clean water
- 5. Is the campus free from debris and hazards
- 6. Internet access
- 7. Staff availability
- 8. Ability of school cafeteria to provide meals

#### Hybrid and Remote Instruction

When in-person learning is not possible, El Camino will switch to a Hybrid or Remote learning schedule. If parts of the campus can be utilized, the school will explore offering a weekly schedule that combines partial in-person instruction with remote instruction. If a Hybrid model is not possible, the school will utilize a Remote Instruction model. As required, El Camino's remote instruction will align with EC sections 51747 and 51749.5, governing Independent Study instruction modalities. Remote instruction will be designed to meet instructional standards that are, at minimum, equivalent to those applicable in independent study programs.

The Remote Instruction model involves all instruction delivered remotely through synchronous and asynchronous learning models using a variety of instructional technology platforms including Canvas, Teams, and Accelerate.

Assessments are a crucial part of the instructional plan. El Camino uses both local and state assessments to monitor student learning. Local assessments include NWEA MAP testing for Math and Reading and the Reading Inventory for reading comprehension for ELs. State assessments include the ELPAC (English Language Proficiency Assessment of California) for English learners and the CAASPP (California Assessment of Student Performance and Progress), which includes the Smarter Balanced tests in English Language Arts and Math and the California Science Test.

#### **Support for Learning**

In the event of an emergency, to the greatest extent possible, teachers will set up "office hours" to provide extra academic support for our students. El Camino also has a contract with Varsity Tutoring to provide 24/7 tutoring to all students.

#### Access to Instructional Materials

All El Camino students receive a Lenovo laptop computer when they are enrolled that is equipped with the Microsoft suite of applications. We are, in fact, a Microsoft showcase school. Our teachers currently use the Canvas learning management system and a variety of instructional applications. The school also uses Microsoft Teams for live conferencing. In the event of an emergency, our students and staff are well positioned to continue instruction and learning with minimal disruption. The school's in-house tech support can also pivot from in-person to remote assistance.

When necessary, the school will provide physical materials to students such as textbooks, novels, and art supplies.

## **Wellness Supports**

Counselors will be the primary point of contact for student intervention with mental health, attendance, and behavioral support. The school-based therapists and school psychologists will assist. Together, they will meet the needs of those in need of school-based social-emotional support and/or referrals for community supports. For families, the school-based therapists will collaborate with community partners to provide workshops on mental health awareness and strategies to support their child(ren).

Students with IEPs, whose IEPs indicate counseling services, will continue to receive services virtually or in-person. The school psychologists will monitor student progress and well-being and will take appropriate measures to increase services or support when they have determined a student is struggling or is in crisis.

#### **School Nutrition**

As soon as is practically possible, El Camino will provide nutritionally adequate meals for all students, including those students who are eligible for free or reduced price meals, when students are participating in both in-person instruction and remote learning, by creating a flexible serving time and schedule that is supportive to the needs of students and parents. In the past, while El Camino was on remote learning, the school used a drive-thru model in the cafeteria parking lot to distribute weekly food bags containing five breakfasts and five lunches.

#### Supports for Students with IEPs, English Learners, and Foster/Homeless Youth

Students with disabilities will continue to receive accommodations and other supports indicated on their IEPs and Section 504 Plans. Case carriers for students with IEPs and case managers for students with 504 Plans will follow up with teachers as needed regarding specific challenges experienced during the situation, and plans will be updated as needed to best meet student needs. Students with IEPs will receive all required services and supports in accordance with the Alternative Remote/Distance Learning During Emergency Conditions section that is now included as part of each student's IEP.

English Learners (EL) will continue to receive instruction and support through the EL teacher, EL coordinator, and the counselor who works with EL students.

Low income students will have access to all the supports listed above, including access to school laptops and supplies, WiFi hotspot, Free and Reduced Price Meals, and free Metro bus pass.

El Camino has a full-time certificated staff member, as its Foster/Homeless Youth Liaison, to work with the school's foster and homeless youth students in obtaining the resources and support needed (including WiFi hotspots) to meet their educational needs and overcome any challenges they may be having. ECR works with the Department of Children and Family Services (DCFS) to ensure the safety and protection

of our foster youth, including regularly communicating with DCFS representatives for youth who may be having difficulty in their home environment and who may need counseling or additional support.

# **Temporary Reassignment**

In the event that the school is unable to provide instruction in-person or remotely, El Camino will provide support to pupils and families to enroll in, or be temporarily reassigned to, another site, school district, or charter school.

# Coversheet

# Discussion and Vote to Approve the Revised 2025-2026 Instructional Material Account (IMA)

Section: V. School Business

Item: N. Discussion and Vote to Approve the Revised 2025-2026 Instructional

Material Account (IMA)

Purpose: Vote

Submitted by:

Related Material: Agenda Item V. N. -2025-2026 IMA Budget.pdf

#### El Camino Real Charter High Instructional Materials Requests 25-26



			Approved Budget			Ad	lmin Team/Finance	
Department	2024-2	025 Budget	2025-26	I	MA Request	C	ommittee Updates	Comments
Alt ED	8	4,600						
Business Technology				\$	1,000	\$	1,000	
								removed requested items that would not be classified
Career / Vocational Education	\$	77,500		\$	78,350	\$	65,100	as instructional materials
Counseling	\$	-		\$	178,300	\$	38,300	AP Testing is not IMA- Reclassified
								retreats, field trips, and novels would not be included
								in instructional materials; novels would be classified
English	\$	6,930		\$	24,500	\$	3,000	under code 4200
								guest speakers would not be classified as
Flex				\$	7,600	\$	5,600	instructional materials
Health and :Life Skills	\$	1,000		\$	1,500	\$	1,500	
Independent Studies	\$	10,000		\$	7,500	\$	7,500	
								devices would not be classified as instructional
Math	\$	-		\$	13,600	\$	10,000	materials
								stationary bikes and equipment would be classified as
								cap or non cap expenditures not instructional
PE	\$	6,000		\$	6,000	\$	3,000	materials
Science	\$	54,000		\$	56,500	\$	56,500	
Social Studies	\$	10,000		\$	5,574	\$	5,574	
Special Education	\$	22,300		\$	17,500	\$	17,500	
STEM				\$	52,400	\$	52,400	
								employee stipends and instrucment cleaning would
VAPA	\$	64,050		\$	83,650	\$	66,650	not be classified as instructional materials
World Languages	\$	3,850		\$	4,000	\$	4,000	
								Placeholder for non submitted Budgets/Class
Master schedule adj	\$	39,035		\$	-	\$	114,916	Changes
Total	<u> </u>	299,265	s -	\$	537,974	<u>\$</u>	452,540	
1 Otal	J	499,405	Φ -	Ф	331,914	Ф	432,340	

Budget doen not include all IMA Related to Restricted Funding (ie. Prop 28/Arts Music/Covid Funding) these amounts will not be charged to the General Fund

# Coversheet

# Discussion and Vote for the 2025-2026 Budget Approval

**Section:** V. School Business

Item: O. Discussion and Vote for the 2025-2026 Budget Approval

Purpose: Vote

Submitted by: Related Material:

Agenda Item V. O.- 2025-2026 Board Summary of Budget Presentation.pdf

Agenda Item V. O.- 2025-2026 Board Budget Detail.pdf

# EL CAMINO REAL CHARTER HIGH SCHOOL 2025-2026 BUDGET BOARD SUMMARY

## Revenue

## **LCFF Funding-**

COLA of 2.30% included in 2025-26 Funding Levels (\$13,608 Per ADA)

ADA estimated to decrease 100 in 2025-26 due to higher levels of graduating Seniors vs. Incoming 9<sup>th</sup> Graders

Net LCFF Revenue loss of \$775,000 for 2025-2026

## Federal Funding-

COVID Funding Expiring for most Plans in 2024-2025 ESSER Funding impact approx.. \$\$750, 000 reduction Remaining Federal Funding budgeted to remaining relatively constant, based upon programs using

# Other State Funding-

CTE Funding reduced for 2025-2026 due to double funding received in 2024-2025 (approx. \$234,000)

Other slight reductions in remaining programs (lower ADA) for total reduction of \$370,000 in this area

# **Other Local Funding-**

Interest Income budgeted \$125,000 in 2025-2026 higher due to balances, higher interest rates

Lower Foreign Exchange Tuition Budgeted due to initial applications and International Concerns (\$125,000)

Gains on Investments not Budgeted (\$3.1 million-from 23/24) due to unknowns and mostly OPEB (not General Fund)

Continued ASB Revenues due to successful ASB Leadership initiatives (up \$180,000 from 2023/24)

Total Local Revenues up \$200,000 from prior 24/25 Budget updates

## **Total Revenues**

Total Funding Budget for 2025-2026 is lower by \$1.7 million from latest 2024-2025 Budget

# **Expenses**

## **Certificated Salaries-**

Salary increases for 5.5% CBA (4% 7/1/25 and 3% 1/1/26) incorporated into 2025-2026 Salaries

Reduction in force taking effect July 2025 for 20 Teachers (approx. \$1.8 million Salary Savings)

## Non Certificated Salaries-

One Time 3.5% Bonus Approved by Board included in 2025-2026 Budget (approximately \$175,000)

One Retiree in Tech not being replaced (approx.\$70k)

## **Benefits-**

STRS reduction due to lower Salaries (approx.. \$100k)

Health Benefits up 7.2% for on going staff, reductions for non-returning Staff (net \$110k reduction)

# **Books & Supplies-**

Reductions for 2025-2026 primarily related to Expenses charged to Restricted Fund Expenses. Any additional expenses will be charged to Restricted Reserves and/or Grants (ie. Arts Music/Learning Recovery/Prop 28/CTE)

**Total General Fund reduction \$650k** 

**Services & Other Operating-**

General Insurance Rates (CharterSafe) down \$57k due to lower enrollment

Investment Fees primarily related to OPEB. Reduction of \$120k estimated

Substitute costs extremely high in 24/25 due to Strike coverage, & excessive teachers on half time illness (> 20 teachers-\$250k)

Lower School Therapists for (3 to 1) 2025/26. Savings of \$219K

# Capital Outlay-

**Up \$100k due to added Depreciation on Capital Expenditures** 

# **NET RESERVE REDUCTION-**

2025-2026 Budget presented indicated General Fund Reserve reduction of \$182k. Primarily Represents Salary & Benefits provided for one-time Classified Bonuses

## **Multi-Year Projection**

ter school uses the following basis of accounting:

Accrual Basis (Applicable Capital Assets / Interest on Long-Term Debt / Long-Term Liabilities objects are 6900, 7438, 9400-94

Description	Object Code	2023-2024 Unaudited Actuals	2024-25- 2nd interim	2025-26	2026-27
:NUES	Enrollment	3,162.00	2,901.00	2,797.00	2,747.00
LCFF Sources	ADA	2,940.76	2,687.34	2,586.97	2,554.71
State Aid - Current Year	8011	22 111 597	25 548 003	25 032 208	_,00 1
Total, LCFF Sources	0011	38,706,771	35,978,694	35,203,494	35,988,204
, -		\$ 13,481.98	, ,	\$ 13,608.00	
Federal Revenues	ADA %	93.0%	92.6%	92.5%	,
Special Education - Federal	8181, 8182	751,485	691,924	682,267	697,475
Child Nutrition - Federal	8220	434,304	400,000	394,417	414,417
Other Federal Revenues-Donated food			25,000	25,000	25,000
Title I		361,751	359,001	353,990	361,881
Title II		68,062	67,040	66,382	67,862
Title IV		30,298	26,525	28,170	28,797
PERKINS	0440	59,215	56,270	57,086	58,358
ESSER III (3213)	8110, 8260-8299	803,801	664,754	-	
ESSER III (3214) 20% Reserve for Learn		540,170	17,358		
ESSER III State Emergency (3218)		164,655	65,915	-	
ESSER III State Learning Loss (3219)		353,034		-	
Supply Chain Assistance		211,176		-	
Other Federal Revenues		133,391	136,723	134,815	137,820
Total, Federal Revenues		3,911,343	2,510,510	1,742,126	1,791,610
Other State Revenues					
Child Nutrition - State	8520	1,221,923	1,121,795	1,106,138	1,130,795
Mandated Cost Reimbursement	8550	176,907	Powered b 68 83n	, , , , , , , , , , , , , , , , , , ,	198,060

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Description	Object Code	2023-2024 Unaudited Actuals	2024-25- 2nd interim	2025-26	2026-27		
State Lottery Revenue	8560	1,064,132	740,417	679,865	695,020		
CTE	8590	131,957	468,948	234,474	239,701		
Art/Music Block Grant	8590	1,011,080					
School Foods Best Practices	8590	88,516					
State Mental Health Related Services	8590	235,572	244,257	185,175	182,866		
Prop 28 - Arts in Schools	8590	482,373	424,673	424,673	434,139		
All Other State Revenues	8590	415,493	415,493	386,409	386,409		
Total, Other State Revenues		4,827,954	3,584,566	3,210,476	3,266,990		
Other Local Revenues		1		10.000			
Food Service Sales	8634	47,693	16,000	18,000	18,401		
Leases and Rentals	8650	43,151	45,000	65,000	66,449		
Interest	8660	1,125,060	800,000	1,250,000	1,125,000		
Dividends	8661	884,491	721,118	721,118	721,118		
Net Increase (Decrease) in FMV of Inves	8662	3,087,851	-	-	-		
Gain (Loss) on Sale of Investments	8664	(9,016)	30,597	-	-		
Interagency Services between LEAs	8677	2,924,006	2,438,792	2,404,754	2,458,357		
Other Local Revenues	8690	627,466	375,000	315,000	322,022		
Fundraising	8699	19,032	30,000	6,000	6,134		
Tuition	8791	1,042,420	1,250,000	1,125,000	1,181,250		
ASB Revenue	8804	157,177	340,000	340,000	347,579		
Total, Local Revenues		9,949,331	6,046,507	6,244,872	6,246,309		
TOTAL REVENUES		57,395,399	48,120,278	46,400,968	47,293,113		
		Powered by BoardOnTrack					

## **Multi-Year Projection**

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Description	Object Code	2023-2024 Unaudited Actuals	2024-25- 2nd interim	2025-26	2026-27
:NDITURES					
Certificated Salaries					
Certificated Teachers' Salaries	1100	13,646,257	16,098,757	17,112,979	15,532,160
Certificated Pupil Support Salaries	1200	2,115,740	2,140,647	2,258,383	2,292,258
Certificated Supervisors' and Administrat	1300	1,020,111	996,897	1,031,789	1,047,265
Off Sch/Salary Reductions/Bonus			-	(1,810,358)	
Total, Certificated Salaries		16,782,108	19,236,301	18,592,792	18,871,684
Non-certificated Salaries					
Non-certificated Instructional Aides' Sala	2100	1,059,822	809,852	838,197	850,770
Non-certificated Support Salaries	2200	1,971,410	2,017,760	1,942,760	1,971,901
Non-certificated Supervisors' and Administrate	2300	776,388	772,996	800,051	812,052
Clerical and Office Salaries	2400	974,442	1,189,533	1,134,533	1,151,551
Other Non-certificated Salaries	2900	121,474	349,758	349,758	355,004
One Time 3.5%				175,000	
Total, Non-certificated Salaries		4,903,536	5,139,899	5,240,299	5,141,278
Employee Benefits					
State Teachers' Retirement System, certi	3101	2,960,473	3,552,920	3,451,223	3,504,492
State Teachers' Retirement System, clas	3102	78,269	55,152	-	-
Public Employees' Retirement System, c	3201	58,884	57,072	-	-
Public Employees' Retirement System, cl	3202	1,038,194	1,069,106	1,124,192	1,145,220
OASDI/Medicare/Alternative, certificated	3301	258,915	281,503	269,595	273,639
OASDI/Medicare/Alternative, classified	3302	324,889	393,202	400,883	393,308
Health & Welfare Benefits, certificated	3401	2,716,253	Powered <b>2 \$96,3670</b> n	Frack <b>2,683,090</b>	2,827,977

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Health & Welfare Benefits, classified	3402	1,307,904	1,366,827	1,406,465	1,472,569
State Unemployment Insurance, certificat	3501	7,642	9,707	9,296	9,436
State Unemployment Insurance, classifie	3502	3,275	2,570	2,620	2,571
Workers' Compensation Insurance, certif	3601	147,361	138,815	160,187	169,398
Workers' Compensation Insurance, class	3602	63,155	64,592	45,148	47,744
OPEB, Allocated, certificated	3701	2,111,106	-	-	-
OPEB, Allocated, classified	3702	545,514	-	-	-
Other Benefits, classified PARS	3902	10,285	9,000	8,000	8,000
Total, Employee Benefits		11,632,119	9,897,136	9,560,701	9,854,354
Books and Supplies	4400	400 407	225 222	467.000	407.000
Approved Textbooks & Core Curricula Ma	4100	490,167	225,000	167,333	167,333
Books & Other Reference Materials	4200	14,800	15,000	15,429	15,429
Materials & Supplies	4300	55,329	30,000	29,142	29,142
Instructional Materials & Supplies	4325	623,377	905,079	452,540	452,540
Office Supplies	4330	126,641	140,000	135,996	129,196
Non Instructional Student Materials & Su	4345	675,765	803,501	700,521	665,495
ASB Supplies	4350	11,154	50,000	60,000	60,000
Noncapitalized Equipment	4400	917,111	407,000	366,300	361,732
Student Food Services	4710	745,515	667,888	666,819	666,819
Total, Books and Supplies		3,659,859	3,243,468	2,594,080	2,547,686
Services and Other Operating Expenditures					
Services & Other Operating Expenses	5000	9,740	Powered by Po,3000n	Frack 10,286	10,286

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Description	Object Code	2023-2024 Unaudited Actuals	2024-25- 2nd interim	2025-26	2026-27
Travel & Conferences	5200	90,942	-		-
Conferences and Professional Developm	5210	8,284	105,000	108,003	108,003
Dues & Memberships	5300	626,790	603,000	585,754	556,466
Insurance	5400	497,630	517,554	459,736	482,723
Operations & Housekeeping	5500	182,852	350,000	339,990	322,991
Security	5520	839,478	689,976	620,978	608,559
Rentals, Leases, & Repairs	5600	793,490	725,000	580,000	580,000
Equipment Leases	5605	25	-	-	-
Rent	5610	63,419	38,755	37,647	35,764
Repairs and Maintenance - Computers	5616	7,181	500	514	514
Utilities	5620	950,869	834,102	857,957	857,957
Other Rentals, Leases and Repairs 1	5631	24,664	-	-	-
Other Services & Operating Expenses	5800	37,375	28,500	29,315	29,315
Investment Taxes	5807	520	-	-	-
Investment Fees	5808	155,569	149,555	29,911	29,911
Banking Fees	5809	9,624	10,000	10,286	10,286
Transportation (Athletics)	5811	348,614	475,000	332,500	315,875
Consultants - Instructional	5815	2,024,050	1,553,000	1,508,584	1,223,584
Consultants - Non Instructional - Custom	5820	1,245,366	977,550	949,592	902,112
ASB Consultants	5825	11,205	-	-	-
Field Trips Expenses	5830	298,893	340,000	357,000	349,860
Fines and Penalties	5833	10	-	-	-
ASB Field Trips/Events	5835	20,920	25,000	25,715	25,715
Onboarding Fees	5840	2,711	5,000	5,143	5,143
Professional Development	5841	552	Powered by BoardOn	Frack -	-

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Description	Object Code	2023-2024 Unaudited Actuals	2024-25- 2nd interim	2025-26	2026-27
Legal Fees	5845	395,911	474,063	450,000	450,000
Licenses and Other Fees	5848	54,959	(53,000)	-	-
Marketing and Student Recruiting	5851	81,306	81,306	88,000	88,000
Payroll Fees	5857	103,048	130,000	133,718	133,718
Special Education Encroachment	5872	705,821	626,143	644,051	644,051
Substitutes	5884	1,513,600	1,310,000	1,060,000	1,038,800
Other Expenses	5899	3,007	5,000	5,143	5,143
Communications	5900	105,634	117,000	113,654	113,654
Total, Services and Other Operatin		11,214,056	10,128,004	9,343,478	8,928,431
Capital Outlay					_
(Objects 6100-6170, 6200-6500 modified accrus	al basis only	)			
Depreciation Expense (for full accrual on	6900	581,703	750,000	900,000	900,000
Total, Capital Outlay		581,703	750,000	900,000	900,000
Other Outgo					
All Other Transfers	7281-7299	387,029	359,787	352,035	347,645
Total, Other Outgo		387,029	359,787	352,035	347,645
TOTAL EXPENDITURES		49,160,411	48,754,595	46,583,384	46,591,078
SS (DEFICIENCY) OF REVENUES OVER EXF					
ORE OTHER FINANCING SOURCES AND USE		8,234,987	(634,318)	(182,416)	702,036
			Powered by BoardOn <sup>†</sup>	Гrack	

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Description	Object Code	2023-2024 Unaudited Actuals	2024-25- 2nd interim	2025-26	2026-27
RVE BALANCE ENDING		46,821,428	46,187,110	46,004,694	46,706,729
INCREASE (DECREASE) IN FUND BALANCE		8,234,987	(634,318)	(182,416)	702,036
				(182,416)	702,036

Assumptions based on 24-25 Enacted State Budget & Gov. January Revise	2023-2024	:	2024-2025	:	2025-2026	2	2026-2027
COLA	8.22%		1.07%		2.43%		3.52%
CPI	3.46%		3.23%		2.86%		2.86%
STRS	19.10%		19.10%		19.10%		19.10%
PERS	26.68%		27.05%		27.40%		27.50%
OASDI	6.20%		6.20%		6.20%		6.20%
MEDI	1.45%		1.45%		1.45%		1.45%
W/C	0.05%		0.05%		0.05%		0.05%
Step/Column Increase	1.00%		0.80%		0.80%		0.80%
Increase Factor (Negotiations)			8.0%		5.5%		1.5%
Off Schedule			3.5%				
In Lieu of Prop Tax per ADA	\$ 3,769.46	\$	3,769.46	\$	3,769.46	\$	3,769.46
Lottery	\$ 313.00	\$	273.00	\$	273.00	\$	273.00
Mandated Block Grant	\$ 55.17	\$	55.76	\$	57.39	\$	57.39
State Mental Health	\$ 71.58	\$	71.58	\$	71.58	\$	71.58
LCFF PER ADA	\$ 13,160.00	\$	13,302.00	\$	13,608.00	\$	14,087.00
Supplemental Block Grant	\$122		\$127		\$127		\$127
Health/Welfare		Pow	ered by BoardOn	Track	5.40%		4.70%

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Description	Object Code	2023-2024 Unaudited Actuals	2024-25- 2nd interim	2025-26	2026-27
Interest			2.98%	2.90%	2.90%