Compass Charter Schools

Meeting of the Compass Board of Directors

Annual Meeting

Date and Time

Saturday June 21, 2025 at 10:00 AM PDT

Location

Location:
The Carson Doubletree
2 Civic Plaza Dr.
Carson, CA 90745
Mont Blanc Room

1965 Del Ciervo Pl, Camarillo, CA 93012

This meeting is available for public viewing as a webinar: https://compasscharters-org.zoom.us/j/81949864888

If you have special needs because of a disability or you require assistance or auxiliary aids to participate in the meeting, please contact the school's Executive Assistant via email at twrigley@cmpasscharters.org or call (805) 405-5898 at least twenty four (24) hours before the meeting. The school will use reasonable best efforts to accommodate your disability. This agenda is available for public inspection at the school's main office and at https://app2.boardontrack.com/public/vlrxGa/year.

Agenda

		Purpose	Presenter	Time
I.	**Opening Items**			**10:00 AM**
	Opening Items			
A.	Call the Meeting to Order		Thomas Arnett	2 m
B.	Record Attendance		Tami Wrigley	2 m
II.	**Consent Items**			**10:04 AM**
A.	Consent Items	Vote	Thomas Arnett	3 m

Consent Items – Items under Consent Items will be voted on in one motion unless a member of the Board requests that an item be removed and voted on separately, in which case, the Board Chair will determine when it will be called and considered for action. Due to the set-up of BoardOnTrack, approval of any meeting minutes will be done through consent, unless removed and voted on separately as noted above, using the same vote count.

- Approval of the June 21, 2025 Meeting Agenda
- Approval of the May 17, 2025 Regular Meeting Minutes

B.	Approval of May 17, 2025 Regular Meeting Minutes	Approve Minutes	Thomas Arnett	1 m
III.	**Public Comment**			**10:08 AM**
A.	Public Comment	FYI	Thomas Arnett	10 m

Addressing the Board – Board meetings are meetings of the Board of Directors and will be held in a civil, orderly and respectful manner. All public comments or questions should be addressed to the Board through the Chair of the Board. To ensure an orderly meeting and an equal opportunity for each speaker, persons wishing to address the Board must complete a Speaker Request Card (https://forms.gle/wP1s15iB6xRSAEzP8) and submit it to Tami Wrigley. The Speaker Request Card must contain speaker name, contact number or email, and subject matter and submitted to the Executive Assistant to the Superintendent prior to the start of the meeting. Members of the public may address the Board on any matter within the Board's jurisdiction and have **two (2) minutes each** to do so. The total time

		Purpose	Presenter	Time

of each subject will be fifteen (15) minutes, unless additional time is requested by a Board Member and approved by the Board.

The Board may not deliberate or take action on items that are not on the agenda. However, the Board may give direction to staff following a presentation. The Chair is in charge of the meeting and will maintain order, set the time limits for the speakers and the subject matter, and will have the prerogative to remove any person who is disruptive of the Board meeting. The Board of Directors may place limitations on the total time to be devoted to each topic if it finds that the numbers of speakers would impede the Board's ability to conduct its business in a timely manner. The Board of Directors may also allow for additional public comment and questions after reports and presentations if it deems necessary.

IV. Organization of the Board of Directors — 10:18 AM

A.	Term Renewal for William Stinde	Vote	Thomas Arnett	2 m

Vote to renew the term for William Stinde as Board Member.

B.	Term renewal for Samantha Herrod.	Vote	Thomas Arnett	2 m

Vote to renew the term for Samantha Herrod as Parent Representative.

C.	Election of the Chairperson	Vote	Thomas Arnett	2 m
D.	Election of the Secretary	Vote	Thomas Arnett	2 m
E.	Election of the Treasurer	Vote	Thomas Arnett	2 m

V. Communications — 10:28 AM

A.	Board Member Communication	Discuss	Thomas Arnett	10 m

- Thomas Arnett
- Therese Christopher
- Samantha Herrod
- Dr. Minita Clark
- Corey Riley
- Heather Hardy
- Dr. William Stinde

B.	Parent Advisory Council Update	Discuss	Samantha Herrod	5 m

		Purpose	Presenter	Time
C.	Scholar Leadership Council Report	FYI		1 m
VI.	**Board Business**			**10:44 AM**
A.	2025-2026 Board of Directors Annual Calendar	Discuss	Thomas Arnett	20 m
	Discuss dates, times, and locations for in-person and virtual meetings.			
VII.	**Superintendent's Report**			**11:04 AM**
A.	Annual Recognitions	FYI	Elizabeth Brenner	5 m
	Learning Coaches of the Year Award 5-Year Anniversary Recognition 10-Year Anniversary Recognition			
B.	Superintendent's Report	FYI	Elizabeth Brenner	20 m
VIII.	**Approval of the Local Control Accountability Plans for 2025-2026.**			**11:29 AM**
A.	Approve the 2025-2026 Local Control Accountability Plan and Local Indicators for Compass Charter Schools of Los Angeles.	Vote	Elizabeth Brenner	3 m
B.	Approve the 2025-2026 Local Control Accountability Plan and Local Indicators for Compass Charter Schools of San Diego.	Vote	Elizabeth Brenner	3 m
C.	Approve the 2025-2026 Local Control Accountability Plan and Local Indicators for Compass Charter Schools of Yolo.	Vote	Elizabeth Brenner	3 m
IX.	**Academic Services**			**11:38 AM**
A.	Academic Division Update	FYI	Greg Cohen	5 m
	Academic Division Update. Includes Prop 28 Update.			
B.	Instructional Continuity Plan	Vote	Greg Cohen	5 m
C.	Special Education Contracts	Vote	Greg Cohen	10 m

		Purpose	Presenter	Time
D.	Update: Policy #20 Scholar Retention & Promotion	Vote	Greg Cohen	5 m

X. Operations Division — 12:03 PM

A.	Division Update	FYI	Danielle Gamez	5 m
B.	Review and Approval of the April 2025 Financial Statements	Vote	Danielle Gamez	5 m
C.	Adoption of the 2025-2026 Initial Budget	Vote	Danielle Gamez	5 m
D.	Update to Board Policy #26 Homeless Education	Vote	Danielle Gamez	5 m
E.	School Wide Program (SWP) Application for Compass Charter Schools of Yolo	Vote	Danielle Gamez	5 m

Proposal to transition Compass Charter Schools of Yolo to a School Wide Program starting the 2025-2026 school year.

F.	Fiscal Year 26 Application for Title Funding	Vote	Danielle Gamez	5 m

Requesting board approval for the 26 Application of Title Funding for CCS of Los Angeles, CCS of San Diego, and CCS of Yolo to maintain current funding streams. The ConApp will be completed through the CDE website no later than June 30th, 2025, contingent upon board approval.

G.	Contract Approvals	Vote	Danielle Gamez	5 m

Contracts that require board approval.

H.	IT Department Year in Review	FYI	Danielle Gamez	
I.	Operations Department End of Year Highlights	FYI	Danielle Gamez	5 m
J.	COO Budget Presentation	FYI	Danielle Gamez	

The attached presentation is a high-level overview of the budget process and the school's projected revenue/expenditures for the 2025-2026 school year.

XI. People Division — 12:43 PM

A.	People Division Update	FYI	Sophie Trivino	5 m

Attachments:

		Purpose	Presenter	Time
	• People Division Report • Additions Report • Terminations Report			
B.	2025-26 Employee Handbook	Vote	Sophie Trivino	5 m
C.	2025-26 Staff Salary Schedules	Vote	Sophie Trivino	5 m
D.	2025-26 Staff Calendars	FYI	Sophie Trivino	5 m

XII. Executive — 1:03 PM

A.	Review and Approval of the 2023-2025 Fixed Term Employment Agreement for the Superintendent Attachments: • 2025-2027 Fixed Term Employment Agreement for the Superintendent Oral report of salary, salary schedule, or compensation paid in the form of fringe benefits to Superintendent & CEO 1. Salary: 2. Health benefits: 3. Stipends/Allowances:	Vote	Thomas Arnett	5 m

XIII. Closed Session — 1:08 PM

A.	PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Gov. Code § 54957(b)(1)) Title: Superintendent and CEO			
B.	Report out action taken in Closed session	Discuss	Thomas Arnett	5 m

XIV. Closing Items — 1:13 PM

A.	Upcoming Meetings September 27, 2025	FYI	Elizabeth Brenner	1 m

		Purpose	Presenter	Time
	Board of Directors Meeting: 10:00 am - 2:00 pm			
B.	Adjourn Meeting	Vote	Thomas Arnett	1 m

Coversheet

Approval of May 17, 2025 Regular Meeting Minutes

Section:	II. Consent Items
Item:	B. Approval of May 17, 2025 Regular Meeting Minutes
Purpose:	Approve Minutes
Submitted by:	
Related Material:	2025_05_17_board_meeting_minutes.pdf

DRAFT

Compass Charter Schools

Minutes

Meeting of the Compass Board of Directors

Date and Time
Saturday May 17, 2025 at 10:00 AM

Location
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The Carson Doubletree
2 Civic Plaza Dr.
Carson, CA 90745
Mont Blanc room

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Directors Present
C. Riley, H. Hardy, M. Clark, S. Herrod, T. Arnett, T. Christopher, W. Stinde

Directors Absent
None

Ex Officio Members Present
E. Brenner, T. Wrigley

Non Voting Members Present
E. Brenner, T. Wrigley

I. Opening Items

A. Call the Meeting to Order

T. Arnett called a meeting of the board of directors of Compass Charter Schools to order on Saturday May 17, 2025 at 10:16 AM.

B. Record Attendance

II. Consent Items

A. Consent Items

T. Christopher made a motion to approve the Consent items.
H. Hardy seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

S. Herrod	Aye
T. Christopher	Aye
C. Riley	Aye
T. Arnett	Aye
H. Hardy	Aye
M. Clark	Aye
W. Stinde	Aye

B. Approval of March 8, 2025 Regular Meeting Minutes

T. Christopher made a motion to approve the minutes from Meeting of the Compass Board of Directors on 03-08-25.
H. Hardy seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

S. Herrod	Aye
C. Riley	Aye
T. Arnett	Aye
H. Hardy	Aye
W. Stinde	Aye

Roll Call

T. Christopher Aye
M. Clark Aye

III. Public Comment

A. Public Comment

Ms. Houston commented about training for staff that would aid neurodivergent students and students with trauma and mental health issues.

IV. Closed Session

A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Gov. Code § 54957(b)(1)) Title: Superintendent and CEO

The Board entered Closed Session at 10:21 am.

B. Public Employee Contract (Gov. Code § 54957) Title: Superintendent and CEO

C. Report out action taken in Closed session

The Board reconvened from Closed Session at 1:11 pm.
Mr. Arnett reported that no official action was taken.

V. Communications

A. Board Member Communication

Mr. Arnett spoke about having more virtual Board of Directors meetings.

B. Parent Advisory Council Update

Ms. Herrod announced the Rising Firebird Scholarship recipients.

Los Angeles: Amy Elizabeth Flores
San Diego: Aiden McGaughey
Yolo: Angelina Alvarado

C. Scholar Leadership Council Report

Xaiyuri Navarro, the Vice-Chair of the Scholar Leadership Council, stood in for Zahra Grihma, and presented a summary of recent SLC meetings.

VI. Board Business

A. Ethics Webinar

There was no discussion regarding the Ethics webinar.

B. Virtual Board Meeting Suggestion

Mr. Arnett spoke about having more virtual meetings during the year. Tami Wrigley will contact Board members to determine the best days and times for the 2025-2026 school year meetings.

VII. Scholar Spotlight

A. Scholar Spotlight

There was no discussion regarding the Scholar Spotlight.

VIII. Superintendent's Report

A. Superintendent's Report

Ms. Brenner presented the Superintendent's Report.

B. School Pathways Contract

W. Stinde made a motion to approve the School Pathways contract.
S. Herrod seconded the motion.
The board **VOTED** to approve the motion.

Roll Call	
T. Arnett	Aye
C. Riley	Aye
W. Stinde	Aye
S. Herrod	Aye
M. Clark	Aye
H. Hardy	Aye
T. Christopher	Aye

C. Enrollment Caps for 2025-2026 SY

T. Christopher made a motion to approve the Enrollment Caps for 2025-2026 SY.
W. Stinde seconded the motion.
The board **VOTED** to approve the motion.

Roll Call	
S. Herrod	Aye
H. Hardy	Aye
C. Riley	Aye
W. Stinde	Aye
T. Arnett	Aye
M. Clark	Aye
T. Christopher	Aye

IX. Public Hearing of the LCAP plan drafts for 2025-2026

A. Public Hearing for the 2025-2026 LCAP Plans for San Diego, Los Angeles, and Yolo

The Public Hearing of the LCAP plan drafts for 2025-2026 opened at 1:48 pm.

B. Public Comment

Ms. Houston made a public comment regarding the LCAP plan drafts.
The Public Hearing closed at 2:13 p.m.

T. Arnett made a motion to extend the meeting up to, but no later than, 3:30 pm.
M. Clark seconded the motion.
The board **VOTED** to approve the motion.

Roll Call	
T. Arnett	Aye
C. Riley	Aye
T. Christopher	Aye
W. Stinde	Aye
H. Hardy	Aye
S. Herrod	Aye
M. Clark	Aye

X. People Division

A. People Division Update

Ms. Trivino presented the People Division update.

XI. Academic Services

A. Academic Division Update

Mr. Cohen presented the Academic Division update.

B. Day in the Life of an OCLC Scholar

Ms. Larson presented information regarding the OCLC.

C. Update to Board Approved Curriculum List

H. Hardy made a motion to approve the revised Curriculum list.
M. Clark seconded the motion.
The board **VOTED** to approve the motion.

Roll Call	
T. Arnett	Aye
H. Hardy	Aye

Roll Call

S. Herrod	Aye
M. Clark	Aye
C. Riley	Aye
W. Stinde	Aye
T. Christopher	Aye

D. Update to Policy #16 Concurrent Enrollment

S. Herrod made a motion to approve the revised Policy #16 Concurrent Enrollment.
T. Christopher seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

W. Stinde	Aye
M. Clark	Aye
C. Riley	Aye
H. Hardy	Aye
S. Herrod	Aye
T. Arnett	Aye
T. Christopher	Aye

E. Policy #22 Work and Entertainment Policy

M. Clark made a motion to approve the revised Policy #22 Work and Entertainment Policy.
C. Riley seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

S. Herrod	Aye
H. Hardy	Aye
T. Christopher	Aye
M. Clark	Aye
T. Arnett	Aye
W. Stinde	Aye
C. Riley	Aye

F. Policy #29 Mathematics Placement Policy

T. Arnett made a motion to approve the Policy #29 Mathematics Placement Policy.
M. Clark seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

S. Herrod	Aye
H. Hardy	Aye
T. Arnett	Aye
C. Riley	Aye

Roll Call

W. Stinde	Aye
T. Christopher	Aye
M. Clark	Aye

G. Adoption of Dyslexia Screener

T. Christopher made a motion to approve the adoption of Dyslexia Screener.
H. Hardy seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

W. Stinde	Aye
M. Clark	Aye
T. Arnett	Aye
C. Riley	Aye
S. Herrod	Aye
T. Christopher	Aye
H. Hardy	Aye

XII. Operations Division

A. Division Update

Ms. Gamez presented the Operations Division update.

B. Review and Approval of the February & March 2025 Financial Statements

S. Herrod made a motion to approve the February & March 2025 Financial Statements.
M. Clark seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

T. Arnett	Aye
H. Hardy	Aye
C. Riley	Aye
T. Christopher	Aye
S. Herrod	Aye
W. Stinde	Aye
M. Clark	Aye

XIII. Closing Items

A. Upcoming Meetings

The next Board of Directors meeting will be the Annual Meeting held on June 21, 2025, at 10:00 am.

B.

Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 2:49 PM.

Respectfully Submitted,
T. Wrigley

Coversheet

Scholar Leadership Council Report

Section: V. Communications
Item: C. Scholar Leadership Council Report
Purpose: FYI
Submitted by:
Related Material: Scholar Leadership Council Report - May 2025.pdf

May Scholar Leadership Council Report

Prepared for June 21, 2025 Board Meeting

Scholar Leadership Council Meeting - May 13, 2025

Summary paragraph by Scholar Leadership Council Secretary, Tallulah Woolsey

After the meeting was called to order and attendance was taken, the Scholar Leadership Council reviewed this year's goal of 15-20 active members with an 80% attendance rate. Currently, they have 8 active members and an average attendance rate of 53-55%, which opened a brainstorming discussion. Some possible strategies for improvement mentioned calendar invites, ParentSquare announcements, and using the new study groups project to create more interest. Then, they went over the beginning of a scholar study group proposal and timeline– a project that could potentially begin in the Fall-Winter of this year. Xaiyuri raised a concern regarding the stressful schedule of homework and testing occurring during finals, which Ms. Brenner acknowledged. Zahra also expressed concern about next year's Options High School transition to subject-specific supervising teachers for Options classes, and Ms. Brenner reassured that the previous supervising teachers will still be available for support. The meeting wrapped up, and the Leadership Council expressed their gratitude for each other and the hard work put in this year. They discussed continuing the SLC next year, including holding elections in October. And with that, the final meeting of the school year was adjourned.

Meeting Recording Link

VIEW RECORDING - 55 mins (No highlights)

End-of-year goal reflection @ 0:00 The team reviewed their goal of having 15-20 active members with an 80% attendance rate. They currently have 8 active members with an average attendance of 53-55%. The group discussed strategies to improve engagement and retention, including sending calendar invites, updating ParentSquare announcements, and leveraging the new study groups to drive more interest.

Proposal for new study groups @ 25:00 The team worked on drafting a proposal to create new academic study groups for students. They discussed the timeline, with the goal of having the proposal ready to present to the academic team by the end of the school year so the groups could potentially launch at the start of the next school year. The team divided up responsibilities for creating the different slides in the proposal presentation.

Concerns about homework and testing during midterms/finals @ 47:53 Xaiyuri raised concerns about the high volume of homework, module exams, and testing that occurs during midterms and finals, noting that it can be very overwhelming for students. Ms. Brenner acknowledged the feedback and said the school is looking at ways to adjust the testing cycle.

Transition to high school teachers @ 50:35 Zahra expressed concerns about the upcoming transition to having high school credentialed teachers instead of the same supervising teacher they've had since elementary school. Ms. Brenner reassured her that the current supervising teachers will still be available for support, even as new high school teachers are introduced.

Closing and next steps @ 54:38 The group thanked each other for their contributions and participation in the Scholar Leadership Council this year. They discussed plans to continue the council next year, including holding elections for new officers in October. The final meeting was adjourned.

Coversheet

Annual Recognitions

Section: VII. Superintendent's Report
Item: A. Annual Recognitions
Purpose: FYI
Submitted by:
Related Material: 2025 LCs of the Year.pdf
2025 Anniversaries - 5 and 10 year.pdf

2025 Learning Coaches of the Year

Compass Charter Schools of Los Angeles

Online: **Mary Salinas** (Scholars are Adeline, Violet, and Penelope)
Mary not only watches out for the learning of her own scholars, she also embraces and takes care of other scholars. She has been helping teach (off and on) a fellow friend in the Options program by making sure they are getting the education they need. She carries this compassion for others, and it doesn't go unnoticed. She is always communicating, respectful, advocating for others, and is by far an asset to whomever comes into her path. Compass is privileged to have her in its community of independent learners, and the children under her wings are thriving because of her

Options: **Corine Cheese** (Scholars are Justice and Zamaria)
Corine is such an amazing mom and educator! She leads her scholars with endless love, grace, patience, creativity, and encouragement! When we meet, Corine models much patience and grace in her interaction with her scholar. She works hard to meet the needs and learning style of Zamaria, to make the learning tasks challenging but also attainable. A natural teacher, Corine uses many tools and strategies to help the concepts sink in deeper. She is always positive, making adjustments when needed, and sincerely taking ideas given and implementing them. She models the habits of a lifelong learner and exemplifies our ARTIC values in everything. This is why it gives me much pleasure in nominating Mrs. Corine Cheese for Learning Coach of the Year!

Compass Charter Schools of San Diego

Online: **Kimberly Mitchell** (Scholar is Aiden)
Kimberly has faithfully supported Aiden throughout his educational journey at Compass Charter Schools for the past ten years, beginning in second grade and now culminating in his graduation and acceptance to the University of California, Irvine. Over the past decade, Kimberly has exemplified the commitment, consistency, and collaboration that define an exceptional Learning Coach. She has maintained regular communication with Aiden’s supervising teacher, Ms. Davis, connecting at least once per month to ensure Aiden’s academic progress and well-being. Additionally, she has met in person with school staff, further deepening the home-school partnership that has been foundational to Aiden’s success. Kimberly has been a pillar of support for Aiden, demonstrating how vital the Learning Coach role is in shaping a student’s long-term academic outcomes. Her dedication, advocacy, and engagement have helped Aiden grow into a confident and capable young scholar. As we celebrate Aiden’s graduation and his next steps at UC Irvine, we also celebrate Kimberly, his outstanding Learning Coach, who has earned our admiration and deepest appreciation.

***Options**:* **Sarah Ballesteros** (Scholar is Luca)
Sarah is a first-year Learning Coach and a mother of two children. Luca attends our San Diego charter. He will be a kindergartener next year and is working above his grade level. Sarah was not sure if she could be an effective Learning Coach and struggled at the beginning of her journey. She does the most amazing hands-on, themed lessons with Luca. He loves learning because she is such a fantastic Learning Coach!

Compass Charter Schools of Yolo

Online: **Casandra Kirkpatrick** (Scholar is Ben)
Casandra is an exceptional Learning Coach, well deserving of being Learning Coach of the year. She is actively involved in her scholar's learning, supporting both his academic growth and personal development. She goes above and beyond, extending learning through research, projects, and a variety of activities. It is such a joy being able to collaborate with her and celebrate Ben's excitement for learning and see his growth throughout the school year. She will often send me videos or updates on how Ben is connecting what he is learning in the curriculum with the world around him and what connections he is making. Casandra's commitment, reliability, and genuine care set a powerful example of what it means to be an engaged and supportive Learning Coach.

Options: **Clarissa Thomas** (scholar is Yvonne)
Clarissa Thomas is completing her fourth year as a Learning Coach with Compass. Each year, she and her scholar have thrived in their respective roles. Clarissa is actively engaged in her scholar's learning by choosing high quality curriculum that meets her scholar's unique learning needs and styles. Clarissa actively reflects on the progress her scholar is making and adjusts as needed throughout the school year. This has allowed her scholar to thrive in all subject areas, develop a true appreciation for learning, and also develop numerous outside interests and hobbies. They are both actively engaged in the Compass community, regularly attending daily live sync, field trips, and Compass clubs. Clarissa is also an Air Force Veteran and about to begin her doctorate this fall. We are lucky to have her as part of the Compass community!

2025 Five and Ten Year Anniversaries

Five Year Anniversaries:

Terri Ashley-MacQuarrie - Supervising Teacher
Carrie Badescu - Assessment Specialist
Karina Barbosa - Operations Speciaist
Tiffany Broussard - Supervising Teacher
Taylor Castillo - Compliance Specialist
Brooklynn Coney - Finance Clerk
Kimberly Constanza - Community Provider Liaison
Kalpana Digiambattista - Supervising Teacher
Alixandra Domino - Options Coordinator
Terry El Massry - Online HS Teacher
Joanna Giovanini- Supervising Teacher
Jennifer Hall - Supervising Teacher
Krista Harman- Supervising Teacher
Jason Henry - Operations Specialist
Grace Howieson - Supervising Teacher
Danielle Kiefner - Supervising Teacher
Arianne Machgan - Records Specialist
Derek Mascarin - Supervising Teacher
Marco Mattaliano- IT Technician
Melissa Mayer - Superacher
Cynthia McGregor - Supervising Teacher
Alison McPeek - Paraprofessional
Kim Miles - Education Specialist
Jenna Morales - Supervising Teacher
Michelle Moyher - Supervising Teacher
Silvia Pearsall - Tutor
Whitney Perea - Supervising Teacher
Georgina Ramirez - Supervising Teacher
Rachyl Rowden - Supervising Teacher
Christy Saez - English Language Support Coordinator
Kimberly Scheetz - Online HS Teacher
Brittany Simi- Community Provider Liaison
Tiffany Somerville - Supervising Teacher
Rosette Sowell - Online HS Teacher
Stephanie Strosky - Supervising Teacher
Abigail Terrell - Supervising Teacher
Trisha Theobald - Supervising Teacher
Robin Toho - Supervising Teacher
Sandra Valladares- Supervising Teacher
Christina Vert - Orientation Coordinator
Tara Winberry Litt - Options Coordinator

Ten Year Anniversaries:

Erica Angelo - Online MS Teacher
Gabriela Ayala - Counselor
Karla Gonzalez - Scholar Community Advocate
Monique Grimes - Online ES Teacher
Andrea Heinricy - Online MS Teacher
Katherine Hooper - Online ES Teacher
Kimberly Noller - Online MS Teacher
Vanessa Plascencia - Directorof Operations
Karle Roberts - Options Coordinator
Janae Smith - Director of Online Learning
Elizabeth Sneyd - Assessment & Data Coordinator
Debra Stephan - Director of Counseling Services
Sophia Trivino - Chief People Officer
Sharlie Walker - Supervising Teacher
Kristen Winter - Online HSTeacher

Coversheet

Superintendent's Report

Section: VII. Superintendent's Report
Item: B. Superintendent's Report
Purpose: FYI
Submitted by:
Related Material: Superintendent's Report BOD June 2025 (1).pdf

COMPASS
CHARTER SCHOOLS

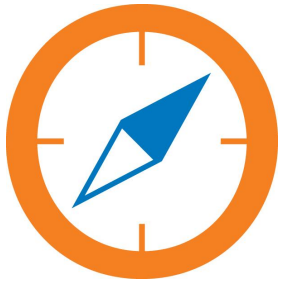
Superintendent's Report
to the
Board of Directors
June 21, 2025

COMPASS
CHARTER SCHOOLS

Our **mission** is to inspire and develop innovative, creative, self-directed learners, one scholar at a time.

Our **vision** is to create an innovative, collaborative learning environment that supports the diverse needs and goals of each scholar, nurtures a love of learning, and prepares them for future success.

OUR ARTIC VALUES



Achievement Engage in and take charge of your learning.

Respect Be respectful in all interactions with fellow scholars, learning coaches, faculty, and staff.

Teamwork Work cooperatively with all persons involved in your education. "Teamwork makes the Dreamwork."

Integrity Behave following strong ethical principles, values and academic honesty.

Communication Frequently and proactively communicate with all persons involved in your education.

COMPASS
CHARTER SCHOOLS

Superintendent's Goals

2025-26 Draft Goal 1

WIG 1

100% of staff will report improved school culture

The Superintendent will lead continued professional learning for the leadership team building on the 4 Essential Roles of Leadership (4ERLS) and Trust & Inspire through the Speed of Trust.

Success will be measured by the annual staff survey that includes questions specifically about trust.

2025-26 Draft Goal 2

WIG 2

100% of staff will report improved school culture

The Superintendent will implement a universal process for change that clearly identifies the change that needs to be made with benchmarks and timelines that include staff input and regular progress reporting. Updates will be provided at monthly Town Hall meetings.

Success will be measured by the annual staff survey that includes questions specifically about trust.

2025-26 Draft Goal 3

Strategic Priority

Position Compass to meet the growing demand for personalized virtual learning while proactively adapting to political changes.

The superintendent will seek out new opportunities for charter authorization and renewal of the Los Angeles and Yolo charters to support growth and continue to provide personalized learning to its current and prospective families.

Success will be measured by enrollment numbers and the successful renewal of the LA and Yolo Charters and the approval of any additional charters.

2025-26 Draft Goal 4

Strategic Priority

Become a recognized leader in personalized virtual learning within California and across the US.

Mentor and support Compass staff in attending conferences and participating in opportunities that promote a shared understanding of how charter schools operate and how they contribute to the support of the charter school movement.

Success will be measured by tracking the percentage of leadership staff who attend and present at conferences.


any questions?

Coversheet

Approve the 2025-2026 Local Control Accountability Plan and Local Indicators for Compass Charter Schools of Los Angeles.

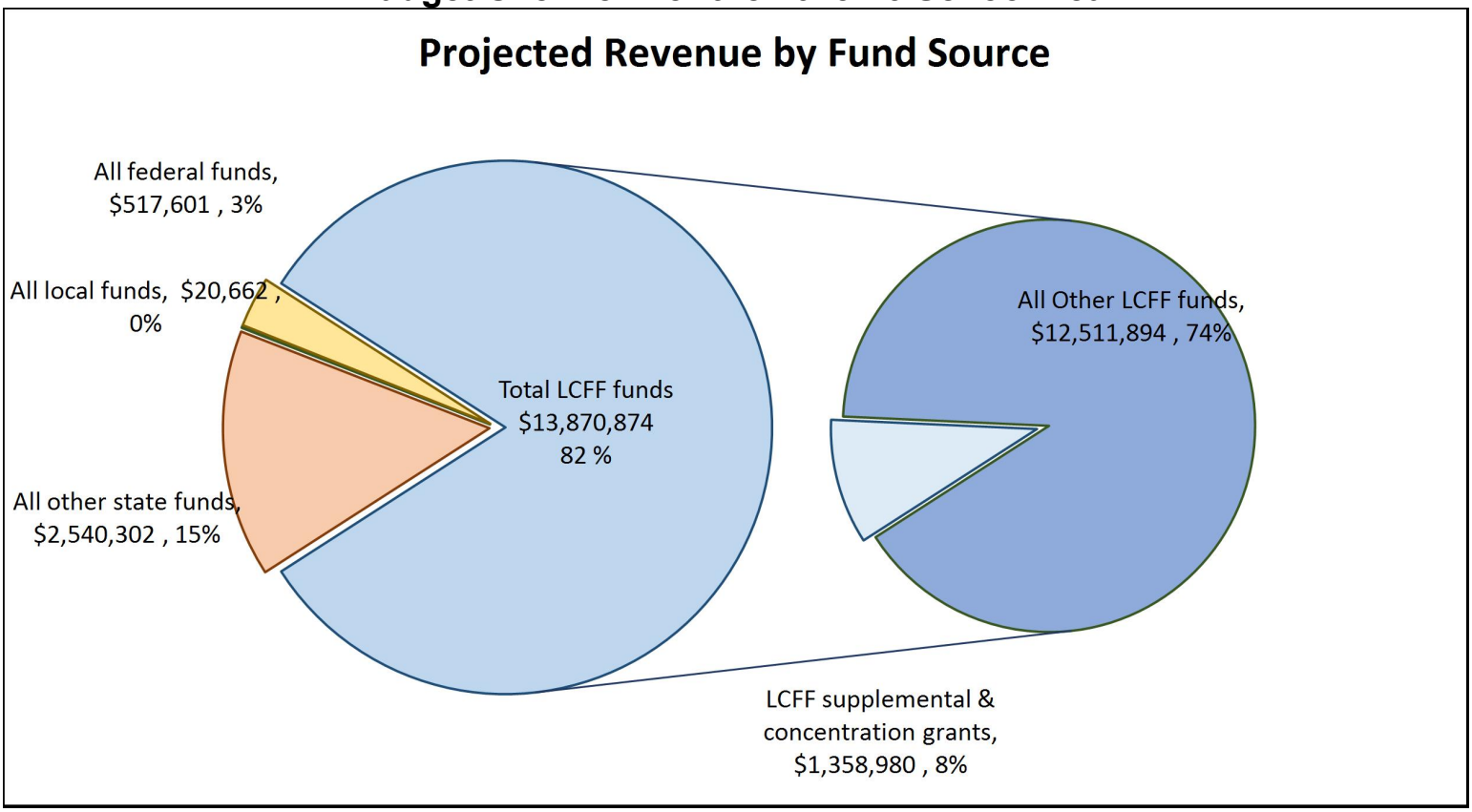
Section: VIII. Approval of the Local Control Accountability Plans for 2025-2026.
Item: A. Approve the 2025-2026 Local Control Accountability Plan and Local Indicators for Compass Charter Schools of Los Angeles.
Purpose: Vote
Submitted by:
Related Material: 2025_LCAP_CCS_LA (1).pdf
2025_Local_Indicator_Self-Reflection_24-25_CCS_LA (1).pdf

LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Compass Charter Schools Los Angeles
CDS Code: 10623310130880
School Year: 2025-26
LEA contact information:
Elizabeth Brenner
Superintendent, CEO
ebrenner@compasscharters.org
(805)358-4761

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

Budget Overview for the 2025-26 School Year

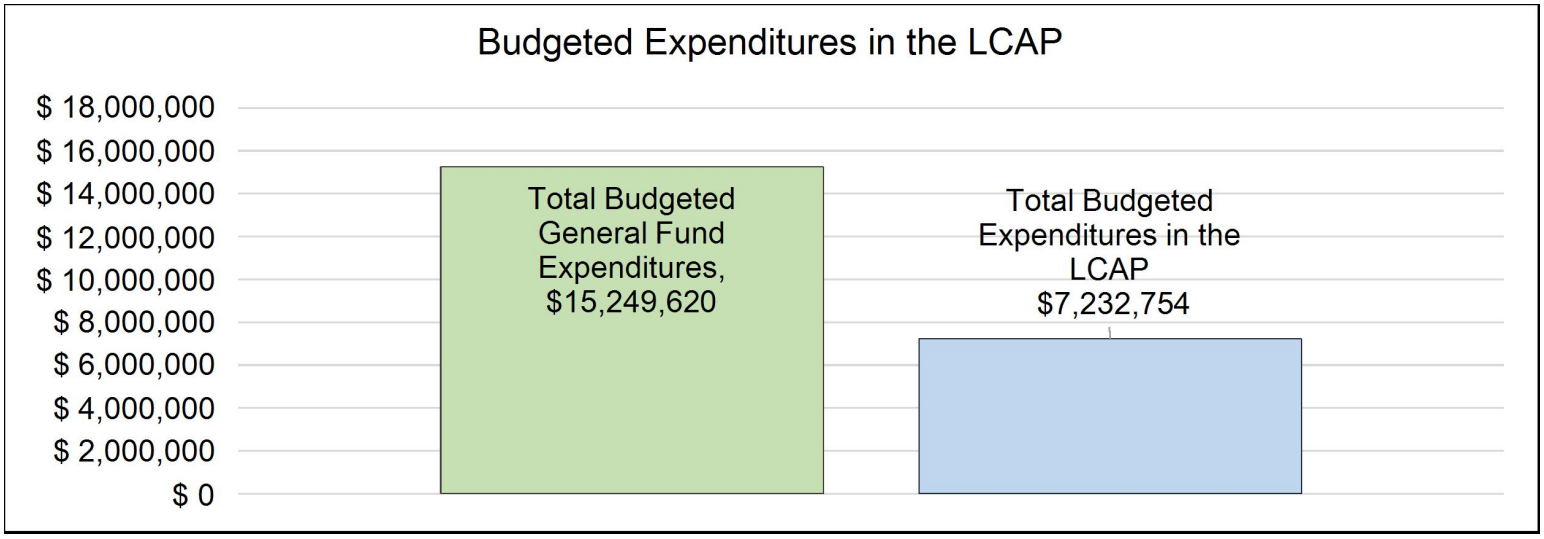


This chart shows the total general purpose revenue Compass Charter Schools Los Angeles expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for Compass Charter Schools Los Angeles is $16,949,439, of which $13870874 is Local Control Funding Formula (LCFF), $2540302 is other state funds, $20662 is local funds, and $517601 is federal funds. Of the $13870874 in LCFF Funds, $1,358,980 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

LCFF Budget Overview for Parents

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



This chart provides a quick summary of how much Compass Charter Schools Los Angeles plans to spend for 2025-26. It shows how much of the total is tied to planned actions and services in the LCAP.

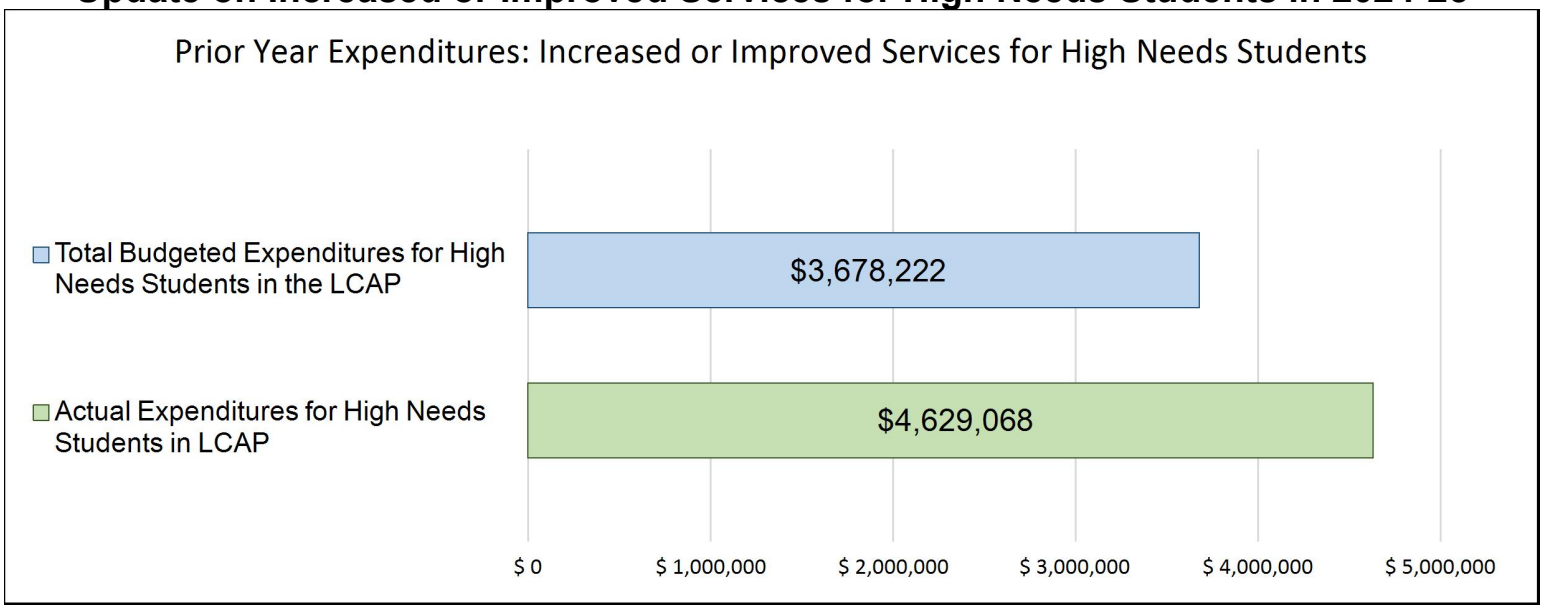
The text description of the above chart is as follows: Compass Charter Schools Los Angeles plans to spend $15,249,620 for the 2025-26 school year. Of that amount, $$7,232,754.00 is tied to actions/services in the LCAP and $8,016,866 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

Increased or Improved Services for High Needs Students in the LCAP for the 2025-26 School Year

In 2025-26, Compass Charter Schools Los Angeles is projecting it will receive $1,358,980 based on the enrollment of foster youth, English learner, and low-income students. Compass Charter Schools Los Angeles must describe how it intends to increase or improve services for high needs students in the LCAP. Compass Charter Schools Los Angeles plans to spend $$5,219,251.00 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 2024-25



This chart compares what Compass Charter Schools Los Angeles budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what Compass Charter Schools Los Angeles 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 2024-25, Compass Charter Schools Los Angeles's LCAP budgeted $$3,678,222.00 for planned actions to increase or improve services for high needs students. Compass Charter Schools Los Angeles actually spent $$4,629,068.0 for actions to increase or improve services for high needs students in 2024-25.

The difference between the budgeted and actual expenditures of $950,846 had the following impact on Compass Charter Schools Los Angeles’s ability to increase or improve services for high needs students:

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
Compass Charter Schools Los Angeles	Elizabeth Brenner Superintendent, CEO	ebrenner@compasscharters.org (805)358-4761

Plan Summary [2025-26]

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.

Compass Charter Schools of Los Angeles (Compass) is a free, personalized learning, public charter school that offers an alternative for scholars to thrive outside of a traditional brick and mortar environment. Compass is directly funded by the state of California and the federal government. We are authorized by the Acton-Agua Dulce Unified School District for scholars in grades TK-12 who reside in Los Angeles and its adjacent counties and wish to pursue high-quality and rigorous instructional programs via virtual learning.
Our academic programs are designed with our scholars in mind and provide our families with choices in their virtual education. Compass intentionally matches scholars and families with virtual, at-home, and in-person learning programs that support their lifestyle and vision for success. We provide coordinated academic, social emotional, and college and career readiness support. We continuously improve our personalized learning models and influence a more individualized approach throughout the education sector.
At Compass, scholars are assigned a credentialed supervising teacher (ST) who acts as the Teacher of Record, and supports the scholar by providing both synchronous and asynchronous instruction to personalize their learning. We partner with our families to provide flexible options for scholars to thrive academically, socially, and emotionally. The learning coach (parent or legal guardian) commits to supporting a well-rounded education for their child that addresses state standards. Scholars and learning coaches work with their assigned, credentialed ST to develop a custom personalized learning plan for each scholar.

In compliance with AB 130 and AB 167, scholars in grades TK-3 have access to daily live synchronous instruction; scholars in grades 4-8 have weekly live synchronous instruction and daily live interaction opportunities; and scholars in grades 9-12 have access to weekly live synchronous instruction. During these labs, scholars participate in Advancement Via Individual Determination (AVID) and research-based instructional activities designed by the teacher to engage in their learning. Our personalized learning model provides flexibility with scholar

schedules, so each learning lab is recorded for scholars to view if they cannot attend live. The teachers also provide Q&A office hours, small group instruction, and one on one sessions to further support scholars. In addition to academic support, each scholar is provided with curriculum, supplies, lessons, and classes to enhance scholar learning. These materials and services are provided by businesses on our approved community providers list.

Whatever the reason behind scholars' enrollment at Compass, scholars are provided an environment where they can feel safe and inspired to develop into confident, innovative, creative, self-directed learners. Scholars find success at Compass because they have the support of a dedicated staff and their families.

Reflections: Annual Performance

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

Participation rates and achievement rates in CAASPP ELA and Math increased each year, but the school will continue to set goals around providing support in ELA and Math to increase the percentage of scholars testing at or above grade level. SED scholars showed an increase in ELA and Math in all grade levels except ELA grades 3-8 which saw a slight decline, but they are still not achieving at the same rate as the overall population. In this plan, goals are the same for all populations and resources will be concentrated on subgroups that show the greatest gap in achievement. The participation rate of 84% resulted in a LOSS penalty that negatively impacted the school's ranking. The school has added a goal to increase participation to 95% in order to avoid the LOSS penalty.

The school concentrated on increasing participation in local assessments and achieved over a 94.4% participation rate on the Renaissance STAR assessments. This provided strong scholar achievement data that was used to target interventions and to recognize scholar individual achievement and growth. These assessments drive the MTSS process and we saw strong achievement in scholars who attended intervention tutoring and services. The school continued measuring Grade Level Growth and saw strong performance in the 2024–2025 school year. In ELA, more than 60% of elementary scholars met or exceeded growth expectations, and 56% of Grade 11 scholars demonstrated growth. At/above grade-level performance in ELA increased significantly, with more than 70% of elementary scholars and more than 76% of Grade 11 scholars meeting grade-level benchmarks. In Math, 54.7% of elementary scholars demonstrated growth, along with over 75.8% of Grade 11 scholars. At/above grade-level performance also rose in Math, with 56% of elementary scholars and 64.5% of Grade 11 scholars performing at or above grade level. While growth slightly declined in Grades 3–8 ELA and Math compared to the previous year, the percentage of scholars performing at or above grade level continued to rise. Growth in Grade 11 Math remained high, with more than 75% of scholars showing improvement.

The school will continue to monitor staffing and access to core curriculum. These measures are consistently met each year as the school maintains a 25:1 credentialed staff to scholar ratio and ensures that all scholars have access to core curriculum. In the 2023-2024 school year, additional core curriculum was also adopted for scholars with special needs.

3Although the school was not assigned a color due to low numbers, 37% of our EL scholars are making progress towards language proficiency. We will continue to provide support for our El scholars. EL tutors embed ELPAC strategies within their live instruction throughout the school year to help prepare scholars for the Summative assessment. These strategies focus on listening, speaking, reading, and writing. All emergent multilingual scholars receive weekly emails with updates regarding their progress in the ELD Course. In addition, all session links are shared following each lesson with recordings and Nearpod lessons. These recordings and Nearpod lessons can be used for asynchronous instruction via an Exit Ticket should a scholar not be able to attend. Instructional resources and supports are shared with supervising teachers via professional learning (EL Roadmap and Lexia Live!), through the EL Curriculum Guide, and as embedded within IC Weekly Digest. Lastly, multiple opportunities are continually provided for our Learning Coaches to be informed and engaged within their scholars learning. In addition to our EL WOW, there is an annual ELPAC Information Night. In 23/24, an ELAC (English Learner Advisory Committee) was implemented with a goal of achieving LC engagement and opportunities to further train, provide a voice, and connect with our EMS community.

Reflections: Technical Assistance

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

Compass Charter School of LA has been identified as eligible for technical assistance due to the performance of our African American scholars on the CAASPP ELA and Math assessments and Chronic absenteeism. This subgroup consisted of 34 scholars for the CAASPP measures. For ELA, the DFS was -104.3 with a decline of -11.1 which resulted in a red rating. The school incurred a LOSS penalty for 7 scholars. Without this penalty, the scholars who tested had a DFS of -45 which was an increase of 48.2. Of the 7 who did not take the test, 3 did not test because their parents utilized the option to opt out of testing as allowed by the state. For Math, the DFS was -166 with a decline of -24.1. The school incurred a LOSS penalty for 7 scholars who did not take the assessment. Of the 7 who did not take the test, 3 did not test because their parents utilized the option to opt out of testing as allowed by the state. Without this penalty, the scholars who tested had a DFS of -118.8 which was an increase of 23.1. During the 2024 CAASPP assessment window, in order to support our African American scholars in improving their performance on the CAASPP assessments, the school will work with families who did not take the assessment to encourage their participation this year with a goal of 95% participation. In 2024, we increased our participation rate for African American Scholars from 78% to 87% through an information campaign and teachers working with families to remove barriers to participation which helped reduce the LOSS penalty. We will continue this practice each year.

In 2024 African American scholars are out of the red in all categories. They increased in ELA by 35 points, which moved them to the Yellow rating. In Math, we saw an increase of 37 points, which moved them into the Orange ranking. The school will use the Renaissance Place Math and Reading assessments, along with CAASPP results, to create individual learning plans for scholars who are performing below grade level in accordance with the school's MTSS policy. The school will track African American scholars as a group to further identify achievement gaps that may need to be addressed with specific strategies.

African American scholars had a 12.3% rate of chronic absenteeism, which was a 9.9% decrease and therefore resulted in a Yellow rating. The school will continue to provide targeted engagement strategies to work with each family to further reduce the low attendance rate and create an individual plan for each scholar to improve attendance.

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.

N/A

Support for Identified Schools

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

N/A

Monitoring and Evaluating Effectiveness

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

N/a

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
Board of Directors	Board of Directors - Compass Charter Schools is governed by a California nonprofit public-benefit corporation and has an independent Board of Directors who meet six times per year to oversee the school's management, operation, activities, and affairs. The Board of Directors defines, composes, and revises (as needed) the policies of the school and ensures compliance with its agreements and applicable laws and regulations. In earlier meetings, there was discussion on the importance of designing Annual Survey questions to best capture valuable insights from parents and scholars. The members also reviewed the Mid-year LCAP presentation, which outlined goals of enhancing engagement and academic achievement. Later sessions revolved around analyzing data results from the Annual Survey to gain a better understanding of what scholars, parents, and staff valued and what they thought needed improving. These discussions helped in refining final goals for the LCAP.
Administrators	All Leadership Meeting - This meeting gathers the cabinet members and directors of each department and meets on a monthly basis. The team tackles projects and issues that affect all internal departments including Finance, HR, Operations, Academic Programs and Support, Finance, HR, Operations, and IT.

Educational Partner(s)	Process for Engagement
	During several meetings, the creation and update of the Mid-year LCAP and final LCAP were discussed and included LCAP expenditures, data review, goal proposal, funding allocations, contracts review, and metrics alignment. The Leadership Team also met on additional occasions regarding the Annual survey. All Management Team meeting - The CCS Management team meets monthly and is made up of our Directors, Coordinators, and Managers. The meeting's purpose is to develop leadership, build trust within the organization, and improve communication and consistency in our organization. Throughout the year, this group actively participated in Covey 4 Essential Roles of Leadership sessions, followed by collaborative exercises in small focus groups to foster camaraderie and strengthen connections between departments. Additionally, the team has sessions dedicated to creating, reviewing, and updating information related to scholar achievement goals, school culture, Annual Survey and the LCAP.
Teachers and other school personnel	Town Hall Meetings - This meeting is held monthly for all employees and serves as a platform to dispense information regarding our school's performance, organizational goals, structural changes, and scholar program updates. Once per quarter, the topics focus on data received from the California School Dashboard, CALPADS, DataQuest, and other reporting systems. Time is allotted for staff to share achievements and to bring forward ideas for improvements. Annual Survey - Compass Charter Schools sent out an Annual Survey in February that collected staff members' thoughts and feedback. More than 75% of staff responded to the survey. Personnel were asked to rate the importance of academic achievement, college preparedness, community involvement, school culture, parent involvement, scholar engagement, and positive mental health. There were also questions about collaboration and trust between peers, teams, departments, and administrators, as well as questions regarding the effectiveness of internal processes and software

Educational Partner(s)	Process for Engagement
	systems. The final portion asked their opinion about the four goals of the LCAP plan. Annual conference - The school holds an annual, in person conference for all staff that offers employees a dedicated time and space away from the usual work environment to focus on LCAP goals, strategic planning, skill development, team building, and employee engagement. The conference also provides meeting time between Board members and management teams.
Parents	Parent Advisory Council - The Parent Advisory Council serves to provide parent assessment on school policies and procedures at CCS, and to ensure that they are consistent with its Mission, Vision, and Values. They meet bi-monthly during the school year. During these meetings, the Parent Advisory Council members formulated strategies for recruiting parents to join the PAC. They brainstormed ways to boost participation in state testing, and established connections to the District English Learner Advisory Committee. The Superintendent provided an overview of the LCAP and solicited feedback from the group. Members also played a role in shaping the Annual Survey by reviewing questions from previous Annual Surveys, and by making updates to existing questions and creating new topics to explore. After the Annual Survey ran, participants engaged in discussion regarding results and explored ideas for future goals and initiatives. Annual Survey - Compass Charter Schools sent out an Annual Survey in February that collected parents' thoughts and feedback. Over 425 parents responded to the survey, submitting answers to questions about the quality of teaching, curriculum, hours spent on school work and study, and parent communication methods. Parents were also asked to rate the importance of academic achievement, college preparedness, community involvement, parent involvement, school culture, scholar engagement, and positive mental health. The final portion asked their opinion about the four goals of the LCAP plan.

Educational Partner(s)	Process for Engagement
	Parent Suggestion Box - The Parent Suggestion box is a form that parents can fill out to make suggestions or share ideas they have to make Compass Charter Schools better for its scholars, families, and staff. Suggestions that are submitted are reviewed by the Parent Advisory Council.
Scholars	Scholar Leadership Council - The Scholar Leadership Council is made up of 10 - 20 scholars who provide scholar feedback on school policies and procedures at Compass Charter Schools to ensure that they are consistent with its Mission, Vision, and Values. They meet monthly during the school year. During this school year, scholars provided and refined survey questions for the Annual Survey, ensuring that the questions resonated with scholars across all grade levels and accurately captured their feedback. They determined goals for the number of council members and increased participation in council meetings. In addition, they talked about results from the Annual Survey and shared their feedback on the data presented. Annual Survey - Compass Charter Schools sent out an Annual Survey in February that collected scholars' thoughts and feedback, and 437 scholars responded to the survey. They submitted answers to questions about the quality of teaching, live synchronous instruction, hours spent on schoolwork and study, and scholar communication methods. Scholars were also asked to rate the importance of academic achievement, college preparedness, community involvement, parent involvement, school culture, scholar engagement, and positive mental health. The final portion asked their opinion about the four goals of the LCAP plan. Scholar Suggestion Box - The Scholar Suggestion box is a form that scholars can fill out to make suggestions or share their ideas to make Compass Charter Schools better for its scholars, families, and staff. Suggestions that are submitted are reviewed and discussed by the Scholar leadership Council.

Educational Partner(s)	Process for Engagement

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

The Local Control and Accountability Plan (LCAP) at Compass Charter Schools was significantly influenced by feedback from various stakeholders, gathered through multiple structured interactions and surveys. Here's an overview of how this feedback shaped the LCAP:

Board of Directors
Survey Design and Data Analysis: The Board emphasized the importance of designing Annual Survey questions to extract meaningful insights from parents and scholars. They reviewed mid-year LCAP presentations and data from these surveys to understand the priorities and areas for improvement, which informed the final LCAP goals.
Goal Refinement: Discussions and analyses of the survey data during Board meetings led to a refinement of the LCAP goals, ensuring they aligned with the needs and preferences of the school community.

All Leadership Meetings
LCAP Expenditures and Metrics: Leadership meetings focused on the creation and updates of the mid-year and final LCAP. Discussions included reviewing LCAP expenditures, funding allocations, and goal proposals, as well as ensuring metrics alignment with the LCAP objectives.
Survey Feedback Integration: The Leadership Team reviewed data from the Annual Survey in these meetings, ensuring that the feedback collected was used to guide decisions and updates to the LCAP.

All Management Team Meetings
Collaborative Goal Setting: Management meetings included sessions on scholar achievement goals, school culture, and the Annual Survey. Feedback from these meetings was used to update the LCAP, fostering a collaborative approach to goal setting and policy development.
Trust and Communication: The team participated in Covey 4ERLS sessions to build trust and improve communication, which helped in creating a more cohesive plan that considered diverse departmental insights.

Town Hall Meetings
Open Feedback and Improvement Ideas: Town Hall meetings provided a platform for all employees to discuss the school’s performance, share achievements, and propose improvements. Quarterly topics included data from various reporting systems, which fed into the LCAP refinement process.
Staff Contributions: These meetings allowed staff to bring forward ideas for improvements, which were considered in the LCAP updates.

Annual Survey
Comprehensive Feedback Collection: The Annual Survey, with a high response rate from staff, collected detailed feedback on academic achievement, college preparedness, school culture, and other areas. This feedback directly influenced the LCAP by highlighting the priorities and concerns of the staff.
Evaluation of Goals: The survey included questions about the four goals of the LCAP plan, enabling the school to adjust these goals based on staff input.

Conference
Focused Planning and Team Building: The annual conference provided a dedicated time for strategic planning, skill development, and team building. Feedback and discussions from the Retreat sessions, including interactions between Board members and management teams, played a critical role in shaping the LCAP.

Through these structured interactions and feedback mechanisms, Compass Charter Schools ensured that the LCAP is responsive to the needs and priorities of its education partners, thereby enhancing engagement, academic achievement, and overall school improvement.

Goals and Actions

Goal

Goal #	Description	Type of Goal
1	Increase scholar academic achievement in core academic subjects	Broad Goal

State Priorities addressed by this goal.

Priority 1: Basic (Conditions of Learning)
Priority 2: State Standards (Conditions of Learning)
Priority 4: Pupil Achievement (Pupil Outcomes)
Priority 7: Course Access (Conditions of Learning)

An explanation of why the LEA has developed this goal.

To ensure all scholars are achieving at grade level and mastering the state standards through a personalized learning plan as measured by state and local assessments.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1.1	% of teachers who are appropriately credentialed and assigned according to the SARC	2020-2021 100%	2022-23 94.7%		100%	-5.3%
1.2	% of students who have access to standards-aligned instructional materials according to the Williams' Textbook Sufficiency Report	Sufficient	Sufficient		Sufficient	0
1.3	Facilities in "Good" Repair as Measured by	Exemplary	Exemplary		Exemplary	0

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
	Facility Inspection Tool (FIT)					
1.4	Implementation of State Standards ranking of 4 or higher on the Local Indicator self-reflection tool in each core curricular area	4 in all subjects	4 in all subjects		5 in all subjects	0
1.5	CAASPP ELA % of students in grades 3-8 and 11 who meet or exceed standards in ELA CAASPP.	Schoolwide SBAC ELA (3-8) 38% SBAC ELA (11) 63% SED SBAC ELA (3-8) 33% SBAC ELA (11) 58% African American SBAC ELA (3-8) 32% SBAC ELA (11) 67% SpEd SBAC ELA (3-8) 19% SBAC ELA (11) 50%	Schoolwide SBAC ELA (3-8) 44% SBAC ELA (11) 64% SED SBAC ELA (3-8) 42% SBAC ELA (11) 54% African American SBAC ELA (3-8) 43% SBAC ELA (11) 83% SpEd SBAC ELA (3-8) 25% SBAC ELA (11) 33%		Schoolwide SBAC ELA (3-8) 60% SBAC ELA (11) 60% SED SBAC ELA (3-8) 60% SBAC ELA (11) 60% African American SBAC ELA (3-8) 60% SBAC ELA (11) 60% SpEd SBAC ELA (3-8) 60% SBAC ELA (11) 60%	Schoolwide SBAC ELA (3-8) +6% SBAC ELA (11) +1% SED SBAC ELA (3-8) +9% SBAC ELA (11) -4% African American SBAC ELA (3-8) +11% SBAC ELA (11) +16% SpEd SBAC ELA (3-8) +6% SBAC ELA (11) -17%
1.6	CAASPP Math	Schoolwide	Schoolwide		Schoolwide	Schoolwide

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
	% of students in grades 3-8 and 11 who meet or exceed standards in Math CAASPP.	SBAC Math (3-8) 28% SBAC Math (11) 28% SED SBAC Math (3-8) 21% SBAC Math (11) 25% African American SBAC Math (3-8) 16% SBAC Math (11) 33% SpEd SBAC Math (3-8) 18% SBAC Math (11) 0%	SBAC Math (3-8) 31% SBAC Math (11) 25% SED SBAC Math (3-8) 30% SBAC Math (11) 11% African American SBAC Math (3-8) 25% SBAC Math (11) 17% SpEd SBAC Math (3-8) 17% SBAC Math (11) 0%		SBAC Math (3-8) 50% SBAC Math (11) 50% SED SBAC Math (3-8) 50% SBAC Math (11) 50% African American SBAC Math (3-8) 50% SBAC Math (11) 50% SpEd SBAC Math (3-8) 50% SBAC Math (11) 50%	SBAC Math (3-8) +3% SBAC Math (11) -3% SED SBAC Math (3-8) +9% SBAC Math (11) -14% African American SBAC Math (3-8) +9% SBAC Math (11) -16% SpEd SBAC Math (3-8) -1% SBAC Math (11) 0%
1.7	CAASPP Participation rate	ELA 84% Math 84%	ELA 90% Math 89%		ELA 95% Math 95%	ELA +6% Math +5%
1.8	Percentage of English Learner who made progress toward English Proficiency measured by ELPAC	63% making progress	37% making progress		60% making progress	-26%
1.9	EL Reclassification Rate	23%	28%		50%	+5%

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1.10	CAST	Schoolwide CAST 32% SED CAST 21%	Schoolwide CAST 40% SED CAST 40%		Schoolwide CAST 40% SED CAST 40%	Schoolwide CAST -2% SED CAST +13%
1.11	Percent of scholars at/ above grade level Spring STAR ELA assessments Grades 3-8 and Grade 11	Grades 3-8 50% “At/Above Grade-level” Grade 11 62% “At/Above Grade-level”	Grades 3-8 70% “At/Above Grade-level” Grade 11 76% “At/Above Grade-level”		Grades 3-8 60% “At/Above Grade-level” Grade 11 60% “At/Above Grade-level”	Grades 3-8 + 20% “At/Above Grade-level” Grade 11 +14% “At/Above Grade-level”
1.12	Percent of scholars demonstrating growth on Spring STAR ELA assessments Grades 3-8 and Grade 11	Grades 3-8 61% Demonstrated growth Grade 11 75% Demonstrated growth	Grades 3-8 60% Demonstrated growth Grade 11 56% Demonstrated growth		Grades 3-8 60% Demonstrated growth Grade 11 60% Demonstrated growth	Grades 3-8 -1%% Demonstrated growth Grade 11 -19%% Demonstrated growth
1.13	Percent of scholars at/ above grade level Spring STAR Math assessments Grades 3-8 and Grade 11	Grades 3-8 53% “At/Above Grade-level” Grade 11 60% “At/Above Grade-level”	Grades 3-8 56% “At/Above Grade-level” Grade 11 64% “At/Above Grade-level”		Grades 3-8 60% “At/Above Grade-level” Grade 11 60% “At/Above Grade-level”	Grades 3-8 +3% Demonstrated growth Grade 11 +4% Demonstrated growth

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1.14	Percent of scholars demonstrating growth on Spring STAR Math assessments Grades 3-8 and Grade 11	Grades 3-8 60% Demonstrated growth Grade 11 68% Demonstrated growth	Grades 3-8 55% Demonstrated growth Grade 11 76% Demonstrated growth		Grades 3-8 60% Demonstrated growth Grade 11 60% Demonstrated growth	Grades 3-8 -5% Demonstrated growth Grade 11 +8% Demonstrated growth

Goal Analysis [2024-25]

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.

Overall Implementation:
The implementation of services for English Learners (EL), Socioeconomically Disadvantaged (SED), Homeless, and Foster Youth scholars at the school was largely aligned with the original plan. Each scholar was assigned a highly qualified, appropriately credentialed supervising teacher (ST) with a maximum caseload of 25, who developed and supported a personalized learning plan (PLP) using standards-aligned instructional materials. This caseload is less than the originally planned caseload of 28 to ensure adequate services. EL scholars received targeted language acquisition instruction through interactive English Language Development (ELD) programs such as Lexia and NearPod EL, and all unduplicated scholars had access to the necessary curriculum and supplemental resources.
Instructional Coaches (ICs) and EL staff provided ongoing professional learning focused on ELD integration, instructional differentiation, and effective use of supplemental materials. Observations of integrated ELD strategies were recorded and reviewed through shared spreadsheets, allowing the EL Coordinator and instructional leadership to track implementation across classrooms. EL tutors utilized bite-sized professional development resources designed collaboratively by the EL and Assessment Coordinators, and tutoring was supplemented by live sessions, asynchronous support, and Skills Bootcamps.
The school also implemented targeted interventions and monitoring through MTSS structures, supported 504 scholars with tailored instruction, and provided TeachTown and other curriculum enhancements for scholars with special needs. All unduplicated scholars in grades K–8 were invited to a summer session regardless of benchmark status, contributing to increased services.
Substantive Differences Between Planned and Actual Implementation:

Observation Scope: Although the use of integrated ELD strategies was planned and observed by ICs, only about one-third of staff were observed due to capacity limits. To address this, the EL team suggested expanding observation responsibilities to include coordinators using a standardized template.

Asynchronous Support Expansion: A new mid-year addition included optional asynchronous support (recorded lessons, NearPod activities) for “On Watch” scholars in Spring 2024–25, which was not originally part of the implementation plan.

Enhanced Intervention Tracking: Initial plans did not specify the level of follow-up now being conducted for scholars attending sessions but still in need of additional support—this deeper analysis is a newly added step based on ongoing data review.

Challenges:
Limited observation capacity among ICs restricted the ability to fully monitor ELD integration schoolwide, potentially leading to gaps in feedback and strategy refinement.

Ensuring all targeted scholars RSVP and attend intervention sessions required additional outreach and follow-up, suggesting a challenge in consistent engagement.

Successes:
Academic gains were notable among 504 scholars, with an increase in grade-level proficiency for both Math and Reading compared to the prior year.

NEW for Spring 24/25: On Watch scholars will have optional access to asynchronous support, including recorded lessons and NearPod activities. 32% Completely tested out of needing intervention support (increase of 2% from 23/24 BOY to MOY) 74% of 504 scholars are at or above grade level in Math (increase of 14% from 23/24) 80% of 504 scholars are at or above grade level in Reading (increase of 14% from 23/24)

Strong coordination between EL and Assessment teams led to the creation of useful, teacher-friendly ELD resources, which were actively used in live tutoring sessions.

The MTSS Bulletin and Skills Bootcamp demonstrated proactive engagement and outreach to scholars and families, promoting academic growth and a growth mindset culture.

Strategic efforts to increase state assessment participation, particularly among African American families, showed a strong equity-focused initiative to improve CAASPP outcomes and mitigate potential funding penalties.

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 amount budgeted for staffing in goal 1.1 exceeded the original planned amount due to an increase in staff to accommodate a lower caseload of 25 for each teacher.
The amount budget for standards-aligned instructional materials in goal 1.2 exceeded the original planned amount due to increase in need for materials with the increase in enrollment.

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

The actions implemented to support EL, SED, Homeless, and Foster Youth scholars have proven largely effective in advancing progress toward the goal of increasing equitable access to high-quality instruction and academic support.

Assigning each scholar a supervising teacher with a caseload cap of 28 and ensuring access to personalized learning plans and standards-aligned materials has provided a strong foundation for individualized support. This structure has been especially impactful for scholars with specialized needs, including ELs and 504-designated students. For instance, academic growth among 504 scholars has been significant, with a 14% increase in both ELA and Math proficiency rates from the beginning to the middle of the school year, indicating the effectiveness of tailored instructional support.

The integration of targeted language acquisition strategies through platforms like Lexia and NearPod EL, combined with a professional learning plan focused on ELD integration, has contributed to increased instructional coherence. Instructional Coaches' documentation of integrated ELD strategies—although currently limited to a subset of staff—has provided valuable insight into the most effective practices, helping to inform ongoing teacher development. The addition of asynchronous supports for "On Watch" scholars in Spring 2024–25 further enhances access to intervention resources and reflects an adaptive response to evolving student needs.

Tutoring initiatives, including the Skills Bootcamp and live session support, have also shown early success. For example, 32% of scholars receiving intervention support have tested out of the need for continued services—an increase from the beginning of the year. The high participation rate (1,051 sessions in LP2) is further evidence of the program’s reach and impact. Moreover, the collaboration between instructional leaders, tutors, and the EL and Assessment Coordinators has ensured that interventions are data-driven and aligned to scholars’ specific learning needs.

However, some challenges remain. The limited reach of formal observations has made it difficult to ensure consistent implementation of integrated ELD strategies schoolwide. Expanding observation responsibilities to include coordinators would help address this gap. Additionally, ongoing efforts are needed to increase participation in state assessments, particularly among African American scholars, to improve CAASPP outcomes and maintain program funding.

The CAASPP participation rate for Scholars with special needs increased from 71% to 78% which continues to be low. The Special Education Department will continue to work with families to remove barriers to participation to reduce the LOSS penalty. Scholars who qualify to take the CAA will be provided with the resources necessary to participate.

In summary, the majority of actions have been effective in improving academic outcomes, increasing engagement with support services, and building capacity among staff to meet the needs of unduplicated scholars. Continued refinement and expansion of these actions will further strengthen progress toward achieving the goal.

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.

Several adjustments and enhancements were made to the original goal to better meet the needs of EL, SED, Homeless, and Foster Youth scholars as implementation progressed. These changes reflect a responsive and data-informed approach to improving outcomes for unduplicated student groups:

1. Expansion of Support Modalities:

Original Plan Focused on live, synchronous support through tutoring and instructional interventions.
Change: Added asynchronous support options beginning Spring 2024–25 for “On Watch” scholars, including recorded lessons and NearPod activities. This expanded access to intervention resources beyond scheduled live sessions.

2. Observation and Coaching Adjustments:

Original Plan: Instructional Coaches (ICs) were responsible for monitoring the implementation of integrated ELD strategies.
Change: It became evident that ICs could only observe about one-third of the staff annually. As a result, the school identified the need to **develop a standardized observation tool for coordinators** to increase monitoring and ensure more consistent implementation of integrated ELD across all staff.

3. Intervention Identification and Monitoring Enhancements:

Original Plan: Focused on identifying scholars in need of support based on benchmark data and assigning them to tutoring.
Change: The process evolved to include deeper monitoring of scholars who were attending sessions but still underperforming, allowing for tailored support adjustments. Tutors and RS staff began reviewing attendance alongside performance data to make more nuanced instructional decisions.

4. Improved Professional Learning Resources:

Original Plan: General professional development on ELD strategies.

Change: Weekly collaboration between the Assessment and EL Coordinators led to the creation of bite-sized, teacher-friendly resources that were immediately applicable in instruction and tutoring, increasing teacher uptake and effectiveness.

5. Refined Family and Scholar Engagement Strategies:

Original Plan: Standard intervention and assessment participation outreach.
Change: Implementation of a targeted incentive plan focused on increasing state assessment participation rates, with a special emphasis on outreach to African American families to address achievement disparities and protect funding under the CAASPP system.

6. Inclusive Summer Support Expansion:

Original Plan: Summer session eligibility was based on benchmark criteria.
Change: The summer session was opened to all unduplicated scholars in grades K–8, regardless of academic performance, increasing equity in access to additional learning time and contributing toward the LEA's increased services requirement.

7. Lower teacher caseloads
Original plan: 28:1
Change: New caseloads of 25:1 will allow teachers more time to focus on scholas who need additional support.
These changes reflect a more adaptive and equity-focused implementation of the original goal, designed to better support diverse learner needs and improve both academic and engagement outcomes. Would you like this presented in a table or bulleted comparison format?

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
1.1	Credentialed teachers	All EL, SED, Homeless and Foster youth scholars will be assigned a supervising teacher who has the appropriate credentials. Each scholar is assigned a highly qualified teacher who has a maximum caseload of 28 scholars and provides a personalized learning plan customized to meet their unique needs.	$4,828,755.00	Yes
1.2	Standards-aligned instructional materials	All scholars receive standards-aligned instructional materials. All EL, SED, Homeless and Foster youth scholars have access to standards aligned instructional materials that support their personalized learning plan	$1,896,416.00	No

Action #	Title	Description	Total Funds	Contributing
1.3	ELD Materials	EL scholars will have access to ELD standards-based curriculum and materials including Lexia and Nearpod English Learner Program (Nearpod EL). Provide targeted language acquisition instruction through an interactive ELD curriculum that models strategies for Emergent Multilingual Scholars (EMS) to master phonemic awareness, spelling, academic vocabulary, reading comprehension, fluency, and writing.	$55,633.00	Yes
1.4	Professional Development for staff serving EL scholars	Provide access to professional development that includes grade level curriculum training, instructional strategies for teaching state standards, effective use of supplemental materials, differentiating instruction to help EMS and LTELS build a conceptual understanding of content and transfer learning to new contexts. Provide professional learning opportunities and resources for teachers on effective strategies for integrating ELD into core content.	$5,472.00	Yes
1.5	MTSS Supports	All scholars will be supported through a Multi-Tiered System of Supports (MTSS) framework. Scholars who are identified as needing Tier 2 and Tier 3 levels of support based on STAR reading and Math assessments will have access to intervention from support staff including Freckle, Intervention Tutoring, Resource Specialists, and IXL. In addition, beginning in the 2025–26 school year, CCS will implement Amira Learning as an adaptive reading screener to proactively identify reading difficulties in K–2 scholars. This implementation aligns with California's new statewide requirement for all schools to administer a state-approved reading difficulties screener starting in the 2025–26 school year. To ensure effective use of the Amira platform, teachers will participate in grant-funded professional learning focused on interpreting results, informing instructional decisions, and supporting early literacy development within the MTSS framework at CCS. We will also be using UPchieve to provide on-demand, 24/7 tutoring for all scholars in grades 6–12. This platform offers content-specific academic support whenever students need it.	$115,975.00	Yes

Action #	Title	Description	Total Funds	Contributing
1.6	Personalized Support for African American Scholars	Compass Charter School of LA has been identified as eligible for technical assistance due to the performance of our African American scholars on the CAASPP ELA and Math assessments. Each scholar who is performing below grade level will receive a personalized plan to ensure that they have the support needed to increase their proficiency in each subject. Families will work with their teacher to choose the curriculum, tutoring, and resources needed. This sub-group will be monitored to ensure that they are making progress at the same or higher rates than their peers.		No
1.7	Increased participation on state assessments	The school will implement an incentive plan to increase the participation rates on state assessments to avoid future LOSS penalties with a focus on African American families in order to increase scores on the CAASPP ELA and Math assessments.	$9,366.00	No
1.8	Professional Development for serving African American scholars	Staff will participate in professional development opportunities that target serving the unique needs of the African American population.	$2,000.00	No
1.9	Support for scholars with special needs	Provide scholars with special needs curriculum resources and programs to support increased proficiency on ELA and Math CAASPP and CAA. The school will provide the TeachTown curriculum to scholars with special needs who will benefit from the program.	$28,278.00	No
1.10	Professional Development on serving scholars with special needs	Provide Supervising Teachers, Education Specialists and Learning Coaches with training on accommodations and modifications to provide equal access to testing.	$2,000.00	No
1.11	Summer School Interventions	All unduplicated scholars will be invited to this summer session in grades K-8 regardless of benchmark criteria (counts towards increase in services)	$17,917.00	Yes

Goals and Actions

Goal

Goal #	Description	Type of Goal
2	Increase scholar and parent engagement and involvement.	Broad Goal

State Priorities addressed by this goal.

Priority 3: Parental Involvement (Engagement)
Priority 5: Pupil Engagement (Engagement)
Priority 6: School Climate (Engagement)

An explanation of why the LEA has developed this goal.

Scholar and parent engagement is critical to scholar success, especially in a virtual environment. Parents provide a nurturing learning environment in the home and work closely with credentialed teachers to ensure that each scholar is learning in the way that is best for them. High levels of engagement lead to high levels of attendance, progress, and retention.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
2.1	Annual Survey participation	Parent goal was 982. If that was 60% of eligible, the total was 1637. 479 responded for 29% Scholar goal was 521. If that was 60% of scholars, the total was 2535. 394 responded: 16%. Staff goal was 185. If that was 90%, total staff was 106. 146 responded for 71%	Parent goal was 908 out of total of 1514. 426 out participated, for 28%, Scholar goal was 1406 out of total 2,341. 401 unique scholars participated for 17%. Staff goal was 185 out of total 207.		90% staff participation 60% Scholar participation 60% Parent/ LC participation	Staff participation: +11% Parent participation: +19% Scholar participation: +14%

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
			167 participated for 8I%.			
2.2	% of students reporting on the school climate survey that they feel safe at school	LA: 74%	99%		80%	+25%
2.3	Building Relationships Between School Staff and Families rating on the Local Indicators	4 or 5 in all areas	4 or 5 in all areas		5 in all areas	0
2.4	Building Partnerships for Student Outcomes rating on the Local Indicators	4 or 5 in all areas	4 or 5 in all areas		5 in all areas	0
2.5	Seeking Input for Decision-Making rating on the Local Indicators	4 or 5 in all areas	4 or 5 in all areas		5 in all areas	0
2.6	Attendance Rates	95%	95%		>90%	0

Goal Analysis [2024-25]

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.

Overall Implementation Summary: 2024–25 School Year

Compass Charter Schools implemented a broad range of initiatives aligned to LCAP goals to improve technology access, increase stakeholder engagement, and expand academic and mental health supports for scholars—especially for unduplicated student groups (EL, SED, Homeless, Foster Youth). While most planned actions were fully implemented, some refinements and adaptive changes emerged in response to ongoing needs. Below is a synthesis of key implementation areas, substantive differences, challenges, and successes:

Key Actions Implemented

1. Stakeholder Engagement

Distributed the annual LCAP survey in March 2025:

* Parent participation decreased** from 479 (2023–24) to 426.
* Scholar participation increased** from 394 to 438.
* Staff participation increased** from 167 to 185.

* Operated Parent Advisory Council (5 meetings) and Scholar Leadership Council (9 meetings); both provided regular input to the Board.
* Learning Coach Academy held weekly, covering diverse topics with consistently high satisfaction ratings.

2. Technology & Infrastructure

* Chromebook distribution:

* CCS SD: 255 devices (needs 496 more for 1:1 goal)
* CCS LA: 391 devices (needs 608 more for 1:1 goal)
* CCS Yolo: 128 devices (needs 262 more for 1:1 goal)
* Overall, device issues and CAASPP-related tech tickets **decreased by over 25%**.
* **Security Upgrades**:

* Migrated to **Checkpoint** for email security and **ManagedMethods** for web filtering (increased scholar safety and early identification of crisis behaviors).
* All staff and scholars now protected with **multi-factor authentication (MFA)** via Clever.
* Adopted **SysCloud** for data backup and upgraded Google Workspace to **Education Plus**.

3. English Learner Support

* *EL tutoring participation rose to 54%, a 2% gain from the previous year.
* 25% of EM scholars attending 50%+ of tutoring sessions advanced at least one benchmark level.
* Established infrastructure for **ELAC participation tracking** to improve family engagement.

4. Mental Health & Wellness

* Developed a **Mental Health Resource Mapping Guide** with SDCOE.
* Maintained active participation in **CYBHI Consortium** and **COPES suicide prevention initiative**.

* Referred **36 scholars** to mental health services via **Care Solace** (top concerns: anxiety, trauma, depression).
* Used **SAEBRS universal screener** schoolwide for early identification of social-emotional needs.

5. Scholar Engagement & Enrichment

* Engagement opportunities included **field trips**, **community service**, **virtual workshops**, and **scholar-led clubs**.
* Overall satisfaction rate: **98%**; **25% increase in scholar engagement** year-over-year.
* Continued leadership of the **NAMI On Campus High School Club** for mental health awareness and peer support.

Substantive Differences and Mid-Year Additions

* EL tutoring saw improved attendance and progress, though the data collection and reporting infrastructure is still being refined.
* ManagedMethods filtering and crisis alerting replaced a previously device-limited system, broadening coverage across home environments.
* Asynchronous EL supports and expanded LCA topics were added mid-year in response to family and scholar needs.
* Scholar Leadership Council aimed for 80% attendance, but only reached 50%, indicating a gap in consistent engagement despite growth in membership.

Challenges Encountered

* Decline in parent survey participation despite ongoing outreach.
* Gaps in engagement remain among Homeless (20%) and EL (16%) scholars in enrichment opportunities.
* Full implementation of 1:1 Chromebook access remains a goal, contingent on future budget allocation (\$148K–\$200K per region).
* Some schoolwide participation metrics (e.g., CAASPP for SPED) remain below target; sustained outreach is needed.

Successes Achieved

* Scholar tech access expanded significantly, reducing barriers and support needs during testing.
* Improved EL progress and tutoring attendance rates show academic growth for targeted scholars.
* High satisfaction and engagement with Learning Coach Academy and enrichment offerings.
* Expanded safety infrastructure and improved coordination of mental health interventions.
* Increased staff and scholar participation in LCAP feedback processes.

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 amount budget for Technology access for SED Scholars in goal 2.2 exceeded the original planned amount due to 1 to 1 technology initiative.

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

The majority of actions were effective or showed clear progress in meeting the goal of equitable access and support. Actions with strong implementation—especially around technology, mental health, EL support, and engagement—are yielding tangible academic and well-being outcomes. Areas needing further development include parent engagement (especially among EL families), testing participation among SPED scholars, and consistent implementation of scholar voice structures like the leadership council.

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.

Description of Changes for the Coming Year Based on Reflections on Prior Practice

As part of the annual review and reflection process, Compass Charter Schools identified several areas where adjustments were needed to better align goals, metrics, and actions with scholar needs and operational realities. The following changes were made for the coming school year (2025–26) based on lessons learned and performance outcomes from 2024–25:

Changes to Actions
Expansion of Observation Protocols for ELD Implementation
Change: Integrated ELD strategies will now be observed not only by Instructional Coaches but also by site Coordinators using a shared observation template.
Why: Current observations covered only 1/3 of staff; expanding the scope ensures broader implementation fidelity and more actionable feedback.

Addition of Asynchronous Supports for “On Watch” Scholars
Change: Optional recorded lessons and NearPod activities will be built into intervention offerings for scholars flagged for academic monitoring.
Why: Midyear data showed positive responses to flexible learning supports, prompting a formal inclusion in the next year’s action plan.

New Outreach Strategies to Boost CAASPP Participation (Especially Among SPED Scholars)
Change: The Special Education Department will implement targeted family outreach and accommodation planning to increase state assessment participation.

Why: Participation rates, although improved, remain below desired thresholds and risk triggering LOSS penalties.

Enhanced ELAC Support and Meeting Tracking
Change: A structured tracking system for ELAC meeting frequency and consistency will be implemented.
Why: Ensures compliance and helps build stronger engagement among families of English Learners, an area identified as under-engaged.

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
2.1	Annual Survey	Provide an annual survey to all staff, scholars, and families to ensure that all education partners are heard. Utilize the results of the survey to guide school actions and goals. Analyze survey participation data by subgroup to ensure that we are hearing from all groups.	$4,683.00	No
2.2	Technology Access for SED scholars	Ensure 1:1 technology access (e.g., Chromebooks and internet access support) for all SED scholars at enrollment.	$53,529.00	Yes
2.3	Safe Online Environment	Provide a safe, secure, and productive online environment for scholars by incorporating managed digital systems and services, cloud security, email security, and data security systems.	$16,858.00	No
2.4	ELAC	Strengthen parent engagement and support for Emergent Multilingual Scholars (EMS) by establishing and sustaining an English Learner Advisory Committee (ELAC) within each school.	$5,100.00	Yes
2.5	Parent and Scholar input	The parent Advisory Council will meet six times per year and will include representatives from a variety of sub-groups. A parent representative will also serve on the Board of Directors of the school. The scholar leadership council will meet nine times per year and will include scholars from multiple grade levels and backgrounds. These		No

Action #	Title	Description	Total Funds	Contributing
		councils will provide reports to the Compass Board of Directors and will review data and goals that pertain to the LCAP throughout the year. The council has set a goal to expand its membership to 15 scholars and maintain an attendance rate of 80% by 2028.		
2.6	Learning Coach Academy	Compass will offer a Learning Coach Academy program that covers support topics of interest for learning coaches.		No
2.7	Scholar Engagement Activities	Compass will provide a variety of extracurricular activities, such as field trips, community service, virtual scholar workshops, scholar-led clubs, and end-of-year scholar celebrations. Offerings are held both in-person in a wide range of areas that we serve as well as online. All offerings are available to all scholars including SED, EL, Foster, and Homeless scholars. The school will use data systems to evaluate the participation of subgroups in engagement offerings to ensure that all scholars have equal access.	$73,242.00	Yes
2.8	Mental Health Supports	Increase access to mental health supports to bridge the gap between schools and mental healthcare providers, ensuring students and families have easy and equitable access to mental healthcare services. Establish a partnership with Care Solace to bridge the gap between schools and mental healthcare professionals.	$6,587.00	Yes

Goals and Actions

Goal

Goal #	Description	Type of Goal
3	Increase college and career readiness for scholars.	Broad Goal

State Priorities addressed by this goal.

Priority 4: Pupil Achievement (Pupil Outcomes)
Priority 5: Pupil Engagement (Engagement)
Priority 7: Course Access (Conditions of Learning)
Priority 8: Other Pupil Outcomes (Pupil Outcomes)

An explanation of why the LEA has developed this goal.

This goal ensures that high school scholars are equipped with the necessary skills and resources for success beyond graduation, whether they choose to pursue higher education or enter the workforce directly. Focusing on college and career readiness aligns with state and national standards, addresses achievement gaps, and contributes to community and economic development.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
3.1	% of students, including unduplicated pupils and students with disabilities, who have access to and are enrolled in a broad course of study.	100%	100%		100%	0
3.2	% of students prepared for college	23.2% SED 26.5%	42% SED 37.5%		50%	+18.8% SED +11%
3.3	HS Graduation Rate	62.1% SED 48.6%	80% SED 76%		>75%	+18% SED +27.4%

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
3.4	a-g completion	24.1%	32%		50%	+8%
3.5	CTE Pathway Completion	0	0		10%	0
3.6	Both CTE & a-g Completion	0	0		10%	0
3.7	College credit courses completed	11%	33%		50%	+22%
3.8	%of graduates earning a Golden State Seal Merit Diploma	58%	55%		35%	-3%

Goal Analysis [2024-25]

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.

Compass Charter Schools made substantial progress in implementing its college and career readiness initiatives during the 2024–25 school year. Efforts were largely aligned with planned actions, with a few adjustments made based on reflection, capacity, and evolving scholar needs. Below is a summary of implementation progress, substantive differences, challenges, and key successes:

Implemented Actions
1. Expansion of Concurrent Enrollment Program

Planned: Increase dual enrollment options for high school scholars.

Implemented: Successfully expanded concurrent enrollment with local community colleges, allowing scholars to earn college credit while in high school.

Inclusion Effort: Program expansion included scholars with IEPs, supporting individualized transition plans and postsecondary success.

Result: Broader access to early college and career technical education pathways across the scholar population.

2. Academic Counseling & Course Sequencing

Planned: Improve graduation tracking and course alignment.

Implemented: Counselors provided targeted academic advising and reviewed graduation progress during enrollment windows. Personalized scheduling supported both academic progression and postsecondary pathways.

Challenge: Some delays and scheduling complexities arose due to lack of official academic records for new enrollees.

3. Course Catalog Redesign & Equity in Access

Planned: Make course offerings more transparent and accessible.

Implemented: Course catalogs were fully revised to include:

Detailed descriptions

A–G and NCAA eligibility

Weighted GPA designations

Graduation requirement alignment

Support Materials: Pathway documents were developed to clarify course progression across subject areas.

Equity Focus: All scholars had access to multiple course levels, including remedial, honors, AP, and credit recovery.

4. Academic Strategy Support (ASU Bite-Sized Resources)

Planned: Provide teachers with ongoing instructional resources.

Implemented: High school teams accessed and reviewed ASU bite-sized resources biweekly.

Success: Effective use in online high school teams, with clear implementation tracked in observations.

Need for Improvement: Implementation consistency across all teams requires stronger coordination and lead teacher involvement.

5. AVID Program Strengthening

Planned: Integrate AVID strategies more deeply into instruction.

Implemented: Monthly AVID Site Team meetings, in-service training sessions, and focused PLC discussions occurred.

Cycle 1 Focus: Writing strategies supported by assessment data were prioritized from October to December.

Staff Collaboration: PLCs focused on integrating AVID practices into Learning Labs.

6. RAMP Designation Efforts

Planned: Align counseling services to the ASCA National Model.

Implemented:

CCS San Diego received RAMP designation (January 2025).

RAMP application submitted for additional sites (October 2024), with designation pending.

Substantive Differences in Implementation
Concurrent Enrollment for SPED Scholars: Initially an exploratory goal, this was formally expanded midyear with direct IEP team collaboration and counselor involvement in transition planning.

Course Scheduling for New Scholars: Delays occurred due to incomplete records at enrollment, requiring additional time and flexibility in course planning.

?? Challenges Experienced
Course Scheduling Gaps: Missing or unofficial transcripts at the time of enrollment complicated timely course placement and sequence verification.

Implementation Consistency of ASU Resources: While effective for some teams, resource use is inconsistent across departments without full engagement from all team leads.

?? Successes Achieved
Broadened access to dual enrollment and AP/honors opportunities for all scholars, including those in Special Education.

Revamped, user-friendly course catalogs that support informed decision-making and equitable access.

Increased implementation of writing strategies through AVID and PLCs, aligned to CAASPP goals.

Strengthened alignment of counseling services through RAMP designation and expanded transition support for scholars with IEPs.

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 amount budget for course scheduling in goal 3.5 exceeded the original planned amount due to the inclusive of all counselor salaries as to a portion.

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

The actions implemented during the 2024–25 school year have been largely effective in advancing Compass Charter Schools' goal of increasing college and career readiness for all scholars, including those with specialized needs. Below is an analysis of the effectiveness or ineffectiveness of key initiatives:

Effective Actions
1. Expansion of Concurrent Enrollment (Including SPED Scholars)

Effectiveness: Highly effective

Scholars across all subgroups—general education and special education—gained increased access to early college credit and career technical courses.

Counselor participation in IEP meetings enhanced personalization and alignment with transition goals, showing a strong equity-focused implementation.

2. Revamp of Course Catalogs and Pathways

Effectiveness: Effective

Clear, updated course catalogs improved transparency and academic planning for scholars and families.

The addition of course progression pathways and detailed indicators (e.g., A–G eligibility, GPA weighting) supported more strategic course selection.

Scholars now have more equitable access to all course levels, from remedial to AP.

3. Targeted Academic Advising & Course Sequencing Support

Effectiveness: Effective

Counselors effectively guided scholars through the enrollment process, helping ensure that students were placed in courses that supported graduation and postsecondary goals.

Noted Challenge: Scheduling delays occurred due to missing records for new enrollees, which hindered immediate placement in correct course sequences.

4. Implementation of ASU Bite-Sized Instructional Resources

Effectiveness: Moderately effective

Online high school teams consistently used the resources, and observations confirmed impact on instructional quality.

However, inconsistent implementation across departments highlighted the need for more team lead involvement and accountability structures.

5. AVID Program Integration

Effectiveness: Effective

Monthly AVID Site Team meetings, PLCs, and professional development reinforced instructional strategies focused on writing and scholar success skills.

Use of AVID strategies in Learning Labs contributed to increased scholar engagement and academic rigor.

6. RAMP Designation and Counseling Program Development

Effectiveness: Effective

CCS’s successful RAMP designation affirmed the school’s commitment to comprehensive, data-driven counseling aligned with the ASCA National Model.

Submission of RAMP applications for other sites reflects scalability and momentum in improving schoolwide college and career readiness supports.

Areas Needing Improvement or Monitoring
1. Course Scheduling for New Enrollees

Effectiveness: Partially effective

While counselors were proactive, missing transcripts created gaps in accurate placement.

More robust intake processes or document collection procedures are needed to ensure smooth scheduling upon enrollment.

2. Consistency of Instructional Resource Use (ASU Slides)

Effectiveness: Inconsistent

Teams that used resources effectively showed progress, but implementation fidelity varied.

Full effectiveness will depend on broader adoption and monitoring across all instructional departments.

Overall Summary
Most actions taken during 2024–25 were effective in increasing access, academic preparedness, and personalization of learning pathways. Initiatives such as concurrent enrollment, targeted counseling, AVID integration, and catalog revamps have made clear progress toward the goal of college and career readiness. Ongoing work is needed to improve consistency in instructional strategy implementation and to streamline course scheduling for new enrollees.

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.

Following a comprehensive review of implementation outcomes from the 2024–25 school year, Compass Charter Schools has identified key adjustments to its planned goals, metrics, target outcomes, and actions for the coming year. These changes aim to improve program consistency, remove barriers to access, and further align supports to the diverse needs of scholars.

Changes to Planned Actions
1. Strengthening Support for Concurrent Enrollment – Especially for SPED Scholars

Change: Increase counselor participation in IEP meetings across all regions to ensure consistent support for concurrent enrollment planning.

Reason: Success in supporting SPED scholars through transition-aligned dual enrollment prompted plans to standardize this practice schoolwide.

2. Enhanced Collaboration Around Instructional Resource Implementation

Change: Require team leads to facilitate and monitor the use of ASU bite-sized instructional resources during department meetings.

Reason: Implementation was strong in select teams but inconsistent across others. Broader accountability is needed to ensure fidelity and effectiveness.

3. Early Course Planning for New Enrollees

Change: Implement a standardized intake protocol that requires submission of unofficial transcripts or report cards prior to academic advising.

Reason: Incomplete records at enrollment created scheduling delays and hindered course sequencing accuracy.

Changes to Metrics and Target Outcomes
1. New Metric: Course Scheduling Accuracy for New Enrollees

Change: Add a metric to track how many scholars are scheduled into correct sequences within two weeks of enrollment.

Target: 90% placement accuracy within two weeks.

Reason: Addresses challenges faced this year due to missing records and improves responsiveness for incoming scholars.

2. Revised AVID Integration Goals

Change: Refine AVID implementation metrics to include Learning Lab strategy usage, student feedback, and strategy walkthrough observations.

Reason: While AVID was discussed in PLCs and trainings, deeper evidence-based monitoring will help track its classroom impact.

3. RAMP Counseling Program Expansion

Change: Expand goal to seek RAMP designation for all Compass regions by 2027.

Reason: Successful designation in San Diego demonstrated the value of structured, data-driven counseling services.

Additional Improvements for 2025–26
Course Catalog Usability Review

Conduct family focus groups to evaluate clarity and usability of the new course catalogs.

Integrate student voice into future revisions.

Career Technical Education (CTE) Expansion

Explore additional community college partnerships that include CTE certification opportunities.

Align these options with scholars' postsecondary goals captured through academic planning sessions.

Graduation Pathway Monitoring

Strengthen monitoring tools that flag course sequencing errors or off-track graduation progress earlier in the school year.

These refinements demonstrate Compass's commitment to continuous improvement, equity, and future-ready academic planning. The adjustments are directly informed by implementation data and stakeholder feedback and will further enhance scholar preparation for college, career, and life.

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
3.1	Course Offerings	Annually review and update the courses available to all scholars in order to ensure that the school offers a broad course of study.		No
3.2	RAMP Certification	Achieve RAMP certification for our school counseling program, ensuring the delivery of high-quality, comprehensive counseling services that support the academic, social-emotional, and college/ career development of our scholars.	$1,583.00	No
3.3	AVID Program	AVID District Leadership training and memberships. Professional Learning provided to all instructional staff by AVID ToSA.	$9,683.00	Yes
3.4	Program for Scholars with Special needs	The school will develop a support and transition program for scholars with special needs 18 -22 year old.	$3,512.00	No
3.5	Course Scheduling	The counseling department will provide personalized scheduling for each scholar that includes concurrent enrollment, summer school, and credit recovery to ensure coherence and consistency with students earning a diploma.	$18,866.00	Yes

Action #	Title	Description	Total Funds	Contributing

Goals and Actions

Goal

Goal #	Description	Type of Goal
4	Ensure that at-promise scholars are making progress toward earning a high school diploma.	Focus Goal

State Priorities addressed by this goal.

Priority 5: Pupil Engagement (Engagement)
Priority 6: School Climate (Engagement)

An explanation of why the LEA has developed this goal.

Compass identifies scholars who are at-promise as those who may fail to earn a high school diploma for a variety of reasons, including irregular attendance, showing a lack of interest for academics, emotional or behavioral problems, a past record of academic underachievement, economic disadvantage, low scores on math or English standardized tests, and expressing a disconnection from the school learning environment.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
4.1	HS Dropout Rate	20%	7%		<10%	-13%
4.2	Middle School dropout rate	6.94%	1.4%		<10%	-5.54%
4.3	Suspension Rate*	0	0		0	0
4.4	Expulsion Rate*	0	0		0	0
4.5	Chronic Absenteeism Rate*	Overall 6.4% African American 22.2%	Overall 4% African American 12.3%		Overall <5% African American <5%	-2.4% African American -9.9%

Goal Analysis [2024-25]

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.

Compass Charter Schools implemented several targeted strategies during the 2024–25 school year to expand access to high school summer school, provide credit recovery options, and support at-promise scholars through personalized interventions and system-wide monitoring. While most actions aligned with initial plans, some elements experienced delays or evolved to better meet student needs. Below is a description of the overall implementation, including substantive differences, challenges, and successes:

Implemented Actions
1. Summer School Credit Recovery Program

Planned: Use Accelerate Education LMS for online high school summer school in July 2025.

Implemented: Platform prepared and finalized ahead of program launch. All incoming 9th graders, current high school students, and unduplicated scholars were offered the opportunity to enroll.

Successes:

24% of high school scholars participated.

74% took credit recovery courses; 26% took courses to earn credit in advance.

95% of all participants passed at least one course.

94% credit recovery success rate; 100% success for scholars earning credits ahead.

27% of participants were unduplicated scholars, and 86% of those passed at least one course.

2. Staffing and Planning

Planned: Finalize staffing after interest survey and enrollment projections.

Implemented: Staff interest survey completed; final staffing to be determined in June 2025 based on actual scholar enrollment.

Adjustment: Timeline remains on track; no major deviations.

3. Scholar Retention Monitoring via Abre Data Platform

Planned: Develop a new data platform to improve scholar retention tracking and reporting.

Implemented: Initial stages completed in collaboration with Abre; however, the project is behind schedule and will continue into the 2025–26 school year.

Challenge: Delay in full implementation limited access to real-time dropout and engagement data.

4. Counseling & Intervention Supports for At-Promise Scholars

Planned: Deliver personalized counseling and interventions to support high-needs scholars.

Implemented: Ongoing individual and group counseling, college and career planning, and referral to academic and mental health services.

Success: Counselors actively tracked interventions for at-promise scholars, connecting them to appropriate supports to increase diploma completion readiness.

5. Dropout Prevention and Early Identification

Planned: Leverage cohort monitoring and WIT (Whatever It Takes) team collaboration to reduce dropouts.

Implemented: Despite a reported 13 dropouts (DataQuest), cross-departmental cohort monitoring and flexible learning options were expanded.

Successes:

Increased collaboration via weekly WIT meetings.

Early identification systems triggered timely support referrals.

Challenge: Scholar mobility and socioeconomic barriers continue to pose risks to retention and consistent engagement.

Substantive Differences and Adjustments
Delayed Data Infrastructure: The Abre platform did not launch as early as expected, requiring ongoing use of interim tracking methods.

Adaptive Counseling Engagement: The counseling team increased involvement with at-promise scholars, expanding beyond traditional support into proactive dropout prevention work.

Key Successes
High course pass rates for all student groups in summer school.

Full course success for scholars taking courses ahead of schedule.

Strong support structures for at-promise scholars and unduplicated groups.

Increased coordination and visibility through WIT meetings and early warning systems.

Challenges
Delays in data system build-out (Abre).

Persistent issues with scholar mobility and external barriers impacting dropout rates.

In summary, Compass Charter Schools successfully implemented most planned actions with notable effectiveness in summer school success rates and scholar intervention supports. The primary area for improvement remains in the timely launch of data systems to support dropout prevention and scholar engagement tracking. Continued focus on flexible pathways and early intervention remains essential for supporting scholar retention and diploma attainment.

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 amount budget for credit recovery in goal 4.1 exceeded the original planned amount due to the price of accelerated education curriculum.
The amount budget for support for homeless scholars in goal 4.5 exceeded the original planned amount due to inclusion of director salary to support scholar community advocate.

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

Effectiveness of Specific Actions in Making Progress Toward the Goal: Summer School & Scholar Retention (2024–25)

Compass Charter Schools made measurable progress toward the goal of increasing credit completion, reducing dropout rates, and supporting at-promise scholars through targeted interventions and expanded summer school programming. Below is an evaluation of the effectiveness or ineffectiveness of specific actions implemented during the year:

Effective Actions
1. High School Summer School Program

Effectiveness: Highly Effective

24% of high school scholars participated in summer school—demonstrating strong engagement.

Credit recovery success: 94% of participants passed at least one course.

Acceleration success: 100% of scholars earning credit ahead passed their courses.

Unduplicated scholar success: 86% passed one or more summer courses.

These results reflect a well-implemented and inclusive program that successfully helped students regain or accelerate credit toward graduation.

2. Inclusive Access for Incoming 9th Graders and At-Promise Scholars

Effectiveness: Effective

All incoming 9th graders and unduplicated scholars had the opportunity to participate, expanding early intervention and academic planning support.

The participation of 27% unduplicated scholars signals intentional outreach and access for priority student groups.

3. Counseling Interventions for At-Promise Scholars

Effectiveness: Effective

School counselors and College & Career Readiness Counselors provided consistent, personalized support.

Targeted individual and group counseling helped address academic and social-emotional barriers, supporting scholars' progress toward diploma completion.

4. Cross-Departmental Collaboration and WIT Meetings

Effectiveness: Effective

Weekly WIT (Whatever It Takes) meetings fostered collaborative problem-solving and rapid response to scholar needs.

Early identification efforts improved through monitoring of cohort data, enabling timely support for disengaged scholars.

Partially Effective or In Progress
5. Development of the Abre Data Platform

Effectiveness: Partially Effective (In Progress)

While initial implementation steps began, the platform is behind schedule and did not reach full functionality during the 2024–25 school year.

As a result, scholar retention data had to be monitored through less integrated systems, limiting the ability to fully assess patterns and make real-time adjustments.

Ineffective or Needing Improvement
6. Dropout Rate Reduction Efforts

Effectiveness: Partially Effective

Despite proactive supports, DataQuest reported 13 dropouts, highlighting continued challenges related to socioeconomic hardship, academic disengagement, and scholar mobility.

While the interventions and collaboration are effective in structure, the dropout rate indicates more intensive or earlier intervention may be needed for higher-risk students.

Overall Summary
Most of the actions taken to support summer school participation and scholar retention were effective in producing positive academic outcomes and engaging at-promise populations. The summer school program in particular demonstrated strong credit recovery and completion results across all subgroups. Ongoing refinement of data infrastructure and intensified support for highly mobile or socioeconomically impacted scholars will be critical to advancing progress toward long-term graduation and retention goals.

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.

Based on a review of 2024–25 implementation outcomes and effectiveness data, Compass Charter Schools will adjust several aspects of its summer school and scholar retention efforts for the 2025–26 school year. These changes reflect a commitment to continuous improvement, equitable access, and stronger early intervention.

Changes to Planned Actions
1. Earlier Identification and Outreach to At-Promise Scholars

Change: Begin identification and outreach to at-promise scholars in March instead of late spring.

Why: Earlier contact will increase scholar participation in summer school and allow counselors to intervene sooner with academic and social-emotional supports.

How: Counselors will use cohort data, WIT meeting input, and prior course failure reports to flag scholars for early engagement.

2. Expanded Summer School Enrollment Window and Counselor-Initiated Scheduling

Change: Open summer school enrollment earlier and allow counselors to pre-schedule high-risk scholars into credit recovery courses.

Why: To reduce missed opportunities and ensure more seamless placement for scholars most in need of credit recovery.

3. Strengthen Summer School Family Communication Plan

Change: Implement a multi-touchpoint family communication strategy, including email, text, phone calls, and virtual info sessions.

Why: To increase awareness and participation, especially among unduplicated and mobile scholars who may not respond to standard outreach.

Changes to Metrics and Target Outcomes
1. Add Metrics to Monitor At-Promise Scholar Outcomes

New Metrics:

% of at-promise scholars passing 1+ summer school courses

% of dropout-eligible scholars retained into the fall

Why: To better measure the direct impact of interventions on scholar retention and credit completion.

2. Update Abre Platform Implementation Timeline and Use Goals

Change: Extend platform rollout timeline into 2025–26 and set milestones for data integration and user training.

Why: Due to implementation delays, clear checkpoints will ensure progress and functionality in scholar monitoring.

New or Enhanced Target Outcomes
Target: Increase summer school participation among unduplicated scholars by 5 percentage points (from 27% to 32%).

Target: Reduce dropout count by at least 25% year-over-year (from 13 to 9 or fewer).

Target: Ensure that 100% of at-promise scholars identified in spring are offered at least two points of personalized intervention prior to summer.
Program Improvements
Summer School Orientation: Introduce a brief onboarding module in Accelerate Education to support scholar success in navigating the LMS.

Post-Summer Follow-Up: Implement a re-engagement plan for scholars who did not complete summer courses, including early fall credit recovery placement.

These changes are driven by both data and reflection, aiming to increase the impact of summer programming, reduce dropout rates, and more effectively serve scholars who face barriers to graduation.

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
4.1	Credit Recovery	Provide Summer School program for credit recovery and earning credits to earn credits ahead of schedule for high school graduation eligibility	$32,328.00	No
4.2	Reduce Chronic absenteeism for African American Scholars	The school is in differentiated assistance because African American scholars had a 22.2% rate of chronic absenteeism, which was a 9.7% increase and therefore resulted in a red rating. This rate is significantly higher than the overall rate of 6.4%. The school will provide targeted engagement strategies to work with each family to determine the cause of the low attendance rate and create an individual plan for each scholar to improve attendance. Attendance will also be tracked in the Abre data system to alert staff early on if a scholar is having attendance issues.		No
4.3	Retention rates	The school will establish a system within the Abre data suite to track retention rates by grade level and subgroup to identify trends and make adjustments to the support system in response to identified needs.	$16,479.00	No
4.4	Support for 5 year grad cohort	The school will provide targeted interventions including credit recovery, concurrent enrollment and summer school for scholars who need an additional year to meet graduation requirements.		No

Action #	Title	Description	Total Funds	Contributing
4.5	Support for Homeless Scholars	Our dedicated Scholar Community Advocate will make resources and programs available to families and scholars experiencing homelessness. These services will include connections with local resources such as housing, food, transportation, childcare, medical and mental health services..	$28,492.00	Yes

Goals and Actions

Goal

Goal #	Description	Type of Goal
5		

State Priorities addressed by this goal.

An explanation of why the LEA has developed this goal.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline

Goal Analysis [2024-25]

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.

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.

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

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.

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

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [2025-26]

Total Projected LCFF Supplemental and/or Concentration Grants	Projected Additional 15 percent LCFF Concentration Grant
$$1,358,980	$0

Required Percentage to Increase or Improve Services for the LCAP Year

Projected Percentage to Increase or Improve Services for the Coming School Year	LCFF Carryover — Percentage	LCFF Carryover — Dollar	Total Percentage to Increase or Improve Services for the Coming School Year
10.862%	0.000%	$0.00	10.862%

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 #	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
1.1	**Action:** Credentialed teachers **Need:** 52% of the scholars have been identified as unduplicated and they receive a personalized education plan that is overseen by an appropriately credentialed teacher. **Scope:**	Each pupil is assessed for their academic, SEL, and financial needs to determine and assign supports specific to their needs	1.11, 1.12,1.13,1.14

Goal and Action #	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
	Schoolwide		
1.5	**Action:** MTSS Supports **Need:** 22% of unduplicated pupils require urgent intervention, 16% require intervention and 12% are on watch in ELA. 25% of unduplicated pupils require urgent intervention, 13% require intervention and 11% are on watch in Math. **Scope:** Schoolwide	All scholars are identified for interventions according to the MTSS protocols. Unduplicated students are provided with supports specific to their needs.	1.11, 1.12,1.13,1.14
2.2	**Action:** Technology Access for SED scholars **Need:** Low income families need computers and internet access to participate in virtual learning. **Scope:** Schoolwide	The school has prioritized SED families to receive this technology to remove barriers they may encounter due to financial burden.	2.2.2.6
2.7	**Action:** Scholar Engagement Activities **Need:** Families experience barriers to participation in engagement activities such as transportation, costs associated with bringing additional family members, and language barriers.	All families have access to engagement activities. This action is to specifically provide additional support to families experiencing barriers to participation.	2.6

Goal and Action #	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
	Scope: Schoolwide		
2.8	**Action:** Mental Health Supports **Need:** School climate survey results show that unduplicated pupils will benefit from increased mental health services. **Scope:** Schoolwide	Mental health services are provided to all pupils with an emphasis on ensuring that families that have language or income barriers have equal access to these services.	2.2
3.3	**Action:** AVID Program **Need:** Scholars of SED families graduate at a rate of 48.6% **Scope:** Schoolwide	AVID is provided to the students of SED families to improve college readiness	2.2, 2.3, 2.7

Limited Actions

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

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
1.3	**Action:** ELD Materials **Need:** 63% of EL Scholars are making progress towards proficiency. 23% of scholars have achieved reclassification. **Scope:** Limited to Unduplicated Student Group(s)	EL scholars have access to resources specific to language development.	1.8,1.9
1.4	**Action:** Professional Development for staff serving EL scholars **Need:** 63% of EL Scholars are making progress towards proficiency. 23% of scholars have achieved reclassification. **Scope:** Limited to Unduplicated Student Group(s)	Teachers will learn strategies to improve EL proficiency	1.8, 1.9
1.11	**Action:** Summer School Interventions **Need:** SED students SBAC Math (3-8) 21%, SBAC Math (11) 25%, SBAC ELA (3-8) 33%, SBAC ELA (11) 58% EL Reclassification rate is 23%	100% of SEL and EL scholars were offered summer school. 44% of scholars attending summer school are in these populations	1.5, 1.6, 1.8, 1.11, 1.12

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
	Scope: Limited to Unduplicated Student Group(s)		
2.4	**Action:** ELAC **Need:** The parents of emergent multilingual scholars need a voice in the school's process for providing services. **Scope:** Limited to Unduplicated Student Group(s)	This council is specifically for the parents of EL scholars.	2.3, 2.4
3.5	**Action:** Course Scheduling **Need:** 26.5% of SED students are prepared for college, the graduation rate for SED students is 48.6% **Scope:** Limited to Unduplicated Student Group(s)	A counselor is assigned to work with SED scholars to develop a personalized graduation plan that identifies any areas of need and ensures they are on track to graduate.	2.2, 2.3, 2.4
4.5	**Action:** Support for Homeless Scholars **Need:** Our families experiencing homelessness have additional barriers to HS graduation.	Our dedicated liaison works with each family to identify barriers and connect them with the support they need to be successful.	4.1, 4.2,4.5

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
	Scope: Limited to Unduplicated Student Group(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.

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.

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	25:1	

2025-26 Total Planned Expenditures Table

LCAP Year	1. 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 %)
Totals	$12,511,867	$1,358,980	10.862%	0.000%	10.862%

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	$7,232,754.00	$0.00	$0.00	$0.00	$7,232,754.00	$5,017,636.00	$2,215,118.00

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
1	1.1	Credentialed teachers	English Learners Foster Youth Low Income	Yes	School wide	English Learners Foster Youth Low Income			$4,828,755.00	$0.00	$4,828,755.00				$4,828,755.00	
1	1.2	Standards-aligned instructional materials	All	No			All Schools		$0.00	$1,896,416.00	$1,896,416.00				$1,896,416.00	
1	1.3	ELD Materials	English Learners	Yes	Limited to Unduplicated Student Group(s)	English Learners			$0.00	$55,633.00	$55,633.00				$55,633.00	
1	1.4	Professional Development for staff serving EL scholars	English Learners	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools		$0.00	$5,472.00	$5,472.00				$5,472.00	
1	1.5	MTSS Supports	English Learners Foster Youth Low Income	Yes	School wide	English Learners Foster Youth Low Income	All Schools		$88,209.00	$27,766.00	$115,975.00				$115,975.00	
1	1.6	Personalized Support for African American Scholars	African American	No			All Schools									
1	1.7	Increased participation on state assessments	All African American	No			All Schools		$0.00	$9,366.00	$9,366.00				$9,366.00	
1	1.8	Professional Development for serving	African American	No			All Schools		$0.00	$2,000.00	$2,000.00				$2,000.00	

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
		African American scholars														
1	1.9	Support for scholars with special needs	Students with Disabilities	No			All Schools		$0.00	$28,278.00	$28,278.00				$28,278.00	
1	1.10	Professional Development on serving scholars with special needs	Students with Disabilities	No			All Schools		$0.00	$2,000.00	$2,000.00				$2,000.00	
1	1.11	Summer School Interventions	English Learners Low Income	Yes	Limited to Unduplicated Student Group(s)	English Learners Low Income	All Schools		$16,044.00	$1,873.00	$17,917.00				$17,917.00	
2	2.1	Annual Survey	All	No			All Schools		$0.00	$4,683.00	$4,683.00				$4,683.00	
2	2.2	Technology Access for SED scholars	Low Income	Yes	School wide	Low Income	All Schools		$0.00	$53,529.00	$53,529.00				$53,529.00	
2	2.3	Safe Online Environment	All	No			All Schools		$0.00	$16,858.00	$16,858.00				$16,858.00	
2	2.4	ELAC	English Learners	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools		$4,100.00	$1,000.00	$5,100.00				$5,100.00	
2	2.5	Parent and Scholar input	All	No			All Schools									
2	2.6	Learning Coach Academy	All	No			All Schools									
2	2.7	Scholar Engagement Activities	English Learners Foster Youth Low Income	Yes	School wide	English Learners Foster Youth Low Income			$0.00	$73,242.00	$73,242.00				$73,242.00	
2	2.8	Mental Health Supports	English Learners Foster Youth Low Income	Yes	School wide	English Learners Foster Youth Low Income	All Schools		$6,587.00	$0.00	$6,587.00				$6,587.00	
3	3.1	Course Offerings	All	No			All Schools									

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
3	3.2	RAMP Certification	All	No			All Schools		$1,583.00	$0.00	$1,583.00				$1,583.00	
3	3.3	AVID Program	Low Income	Yes	School wide	Low Income	All Schools		$5,000.00	$4,683.00	$9,683.00				$9,683.00	
3	3.4	Program for Scholars with Special needs	Students with Disabilities	No			All Schools		$0.00	$3,512.00	$3,512.00				$3,512.00	
3	3.5	Course Scheduling	Low Income	Yes	Limited to Unduplicated Student Group(s)	Low Income	All Schools		$18,866.00	$0.00	$18,866.00				$18,866.00	
4	4.1	Credit Recovery	All	No			All Schools		$20,000.00	$12,328.00	$32,328.00				$32,328.00	
4	4.2	Reduce Chronic absenteeism for African American Scholars	African American	No			All Schools									
4	4.3	Retention rates	All	No			All Schools		$0.00	$16,479.00	$16,479.00				$16,479.00	
4	4.4	Support for 5 year grad cohort	All	No			All Schools									
4	4.5	Support for Homeless Scholars	Low Income	Yes	Limited to Unduplicated Student Group(s)	Low Income	All Schools		$28,492.00	$0.00	$28,492.00				$28,492.00	

2025-26 Contributing Actions Table

1. Projected LCFF Base Grant	2. Projected LCFF Supplemental and/or Concentration Grants	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)	4. Total Planned Contributing Expenditures (LCFF Funds)	5. Total Planned Percentage of Improved Services (%)	Planned Percentage to Increase or Improve Services for the Coming School Year (4 divided by 1, plus 5)	Totals by Type	Total LCFF Funds
$12,511,867	$1,358,980	10.862%	0.000%	10.862%	$5,219,251.00	0.000%	41.714 %	**Total:**	$5,219,251.00
								LEA-wide Total:	$0.00
								Limited Total:	$131,480.00
								Schoolwide Total:	$5,087,771.00

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1.1	Credentialed teachers	Yes	Schoolwide	English Learners Foster Youth Low Income		$4,828,755.00	
1	1.3	ELD Materials	Yes	Limited to Unduplicated Student Group(s)	English Learners		$55,633.00	
1	1.4	Professional Development for staff serving EL scholars	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools	$5,472.00	
1	1.5	MTSS Supports	Yes	Schoolwide	English Learners Foster Youth Low Income	All Schools	$115,975.00	
1	1.11	Summer School Interventions	Yes	Limited to Unduplicated Student Group(s)	English Learners Low Income	All Schools	$17,917.00	
2	2.2	Technology Access for SED scholars	Yes	Schoolwide	Low Income	All Schools	$53,529.00	
2	2.4	ELAC	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools	$5,100.00	

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
2	2.7	Scholar Engagement Activities	Yes	Schoolwide	English Learners Foster Youth Low Income		$73,242.00	
2	2.8	Mental Health Supports	Yes	Schoolwide	English Learners Foster Youth Low Income	All Schools	$6,587.00	
3	3.3	AVID Program	Yes	Schoolwide	Low Income	All Schools	$9,683.00	
3	3.5	Course Scheduling	Yes	Limited to Unduplicated Student Group(s)	Low Income	All Schools	$18,866.00	
4	4.5	Support for Homeless Scholars	Yes	Limited to Unduplicated Student Group(s)	Low Income	All Schools	$28,492.00	

2024-25 Annual Update Table

Totals	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Expenditures (Total Funds)
Totals	$4,216,165.00	$6,427,079.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	**1.1**	Credentialed teachers	Yes	$3,445,538.00	$4,299,268.00
1	**1.2**	Standards-aligned instructional materials	No	$462,509.00	$1,630,760.00
1	**1.3**	ELD Materials	Yes	$8,341.00	$6,437.00
1	**1.4**	Professional Development for staff serving EL scholars	Yes	$8,112.00	$1,452.00
1	**1.5**	MTSS Supports	Yes	$100,299.00	$111,858.00
1	**1.6**	Personalized Support for African American Scholars	No	$0.0	$0.0
1	**1.7**	Increased participation on state assessments	No	$475.00	$0.0
1	**1.8**	Professional Development for serving African American scholars	No	$2,000.00	$0.0
1	**1.9**	Support for scholars with special needs	No	$10,687.00	$313.00
1	**1.10**	Professional Development on serving scholars with special needs	No	$2,000.00	$0.0
1	**1.11**	Summer School Interventions	Yes	$15,653.00	$31,428

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
2	2.1	Annual Survey	No	$4,690.00	$0.0
2	2.2	Technology Access for SED scholars	Yes	$6,343.00	$105,009.00
2	2.3	Safe Online Environment	No	$37,520.00	$4,640.00
2	2.4	ELAC	Yes	$5,000.00	$0.0
2	2.5	Parent and Scholar input	No	$0.0	$0.0
2	2.6	Learning Coach Academy	No	$0.0	$0.0
2	2.7	Scholar Engagement Activities	Yes	$26,536.00	$35,292.00
2	2.8	Mental Health Supports	Yes	$6,426.00	$11,346.00
3	3.1	Course Offerings	No	$0.0	$0.0
3	3.2	RAMP Certification	No	$1,583.00	$480.00
3	3.3	AVID Program	Yes	$9,771.00	$12,334.00
3	3.4	Program for Scholars with Special needs	No	$0.0	$0.0
3	3.5	Course Scheduling	Yes	$18,406.00	$57,925

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
4	**4.1**	Credit Recovery	No	$0.0	$3,183.00
4	**4.2**	Reduce Chronic absenteeism for African American Scholars	No	$0.0	$0.0
4	**4.3**	Retention rates	No	$16,479.00	$16,479.00
4	**4.4**	Support for 5 year grad cohort	No	$0.0	$0.0
4	**4.5**	Support for Homeless Scholars	Yes	$27,797.00	$98,875.00

2024-25 Contributing Actions Annual Update Table

6. Estimated LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	4. Total Planned Contributing Expenditures (LCFF Funds)	7. Total Estimated Expenditures for Contributing Actions (LCFF Funds)	Difference Between Planned and Estimated Expenditures for Contributing Actions (Subtract 7 from 4)	5. Total Planned Percentage of Improved Services (%)	8. Total Estimated Percentage of Improved Services (%)	Difference Between Planned and Estimated Percentage of Improved Services (Subtract 5 from 8)
1,358,980	$3,678,222.00	$4,771,224.00	($1,093,002.00)	0.000%	0.000%	0.000%

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
1	1.1	Credentialed teachers	Yes	$3,445,538.00	$4,299,268.00		
1	1.3	ELD Materials	Yes	$8,341.00	$6,437.00		
1	1.4	Professional Development for staff serving EL scholars	Yes	$8,112.00	$1,452.00		
1	1.5	MTSS Supports	Yes	$100,299.00	$111,858.00		
1	1.11	Summer School Interventions	Yes	$15,653.00	$31,428		
2	2.2	Technology Access for SED scholars	Yes	$6,343.00	$105,009.00		
2	2.4	ELAC	Yes	$5,000.00	$0.0		
2	2.7	Scholar Engagement Activities	Yes	$26,536.00	$35,292.00		
2	2.8	Mental Health Supports	Yes	$6,426.00	$11,346.00		
3	3.3	AVID Program	Yes	$9,771.00	$12,334.00		
3	3.5	Course Scheduling	Yes	$18,406.00	$57,925		
4	4.5	Support for Homeless Scholars	Yes	$27,797.00	$98,875.00		

2024-25 LCFF Carryover Table

9. Estimated Actual LCFF Base Grant (Input Dollar Amount)	6. Estimated Actual LCFF Supplemental and/or Concentration Grants	LCFF Carryover — Percentage (Percentage from Prior Year)	10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	8. Total Estimated Actual Percentage of Improved Services (%)	11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)	12. LCFF Carryover — Dollar Amount (Subtract 11 from 10 and multiply by 9)	13. LCFF Carryover — Percentage (12 divided by 9)
12,787,820	1,358,980	0.0	10.627%	$4,771,224.00	0.000%	37.311%	$0.00	0.000%

Local Control and Accountability Plan Instructions

Plan Summary

Engaging Educational Partners

Goals and Actions

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

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

Introduction and Instructions

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

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

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the California School Dashboard (California Education Code [EC] Section 52064[e][1]). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.

- **Meaningful Engagement of Educational Partners:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful engagement (EC Section 52064[e][1]). Local educational partners possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.

- **Accountability and Compliance:** The LCAP serves an important accountability function because the nature of some LCAP template sections require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:

    - Demonstrating that LEAs are increasing or improving services for foster youth, English learners, including long-term English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (EC Section 52064[b][4-6]).

    - Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (EC sections 52064[b][1] and [2]).

        - **NOTE:** As specified in EC Section 62064(b)(1), the LCAP must provide a description of the annual goals, for all pupils and each subgroup of pupils identified pursuant to EC Section 52052, to be achieved for each of the state priorities. Beginning in 2023–24, EC

Section 52052 identifies long-term English learners as a separate and distinct pupil subgroup with a numerical significance at 15 students.

- Annually reviewing and updating the LCAP to reflect progress toward the goals (EC Section 52064[b][7]).
- Ensuring that all increases attributable to supplemental and concentration grant calculations, including concentration grant add-on funding and/or LCFF carryover, are reflected in the LCAP (EC sections 52064[b][6], [8], and [11]).

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

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

The revised LCAP template for the 2024–25, 2025–26, and 2026–27 school years reflects statutory changes made through Senate Bill 114 (Committee on Budget and Fiscal Review), Chapter 48, Statutes of 2023 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;
- 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.
    - 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 *EC* Section 32526(c)(2); and
            - 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 *EC* Section 32526(d).
                - For information related to the allowable uses of funds and the required needs assessment, please see the Program Information tab on the LREBG Program Information 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 engaged educational partners and the impact of that engagement. LEAs are encouraged to keep this goal in the forefront when completing this section.

Requirements

Requirements

School districts and COEs: *EC* Section 52060(g) and *EC* Section 52066(g) specify the educational partners that must be consulted when developing the LCAP:

- Teachers,

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

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

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

Charter schools: *EC* Section 47606.5(d) requires that the following educational partners be consulted with when developing the LCAP:

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

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

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

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

- For school districts, see *Education Code* Section 52062;
    - **Note:** Charter schools using the LCAP as the School Plan for Student Achievement must meet the requirements of *EC* Section 52062(a).
- For COEs, see *Education Code* Section 52068; and
- For charter schools, see *Education Code* Section 47606.5.

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- **NOTE:** As a reminder, the superintendent of a school district or COE must respond, in writing, to comments received by the applicable committees identified in the *Education Code* sections listed above. This includes the parent advisory committee and may include the English learner parent advisory committee and, as of July 1, 2024, the student advisory committee, as applicable.

Instructions

Respond to the prompts as follows:

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

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

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

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

Complete the table as follows:

Educational Partners

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

Process for Engagement

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

- A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with educational partners. A response may also include information about an LEA's philosophical approach to engaging its educational partners.

- An LEA receiving Equity Multiplier funds must also include a summary of how it consulted with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

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

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

- A sufficient response to this prompt will provide educational partners and the public with clear, specific information about how the engagement process influenced the development of the LCAP. This may include a description of how the LEA prioritized requests of educational partners within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP.

- An LEA receiving Equity Multiplier funds must include a description of how the consultation with educational partners at schools generating Equity Multiplier funds influenced the development of the adopted LCAP.

- For the purposes of this prompt, this may also include, but is not necessarily limited to:
  - Inclusion of a goal or decision to pursue a Focus Goal (as described below)
  - Inclusion of metrics other than the statutorily required metrics
  - Determination of the target outcome on one or more metrics
  - Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
  - Inclusion of action(s) or a group of actions
  - Elimination of action(s) or group of actions
  - Changes to the level of proposed expenditures for one or more actions
  - Inclusion of action(s) as contributing to increased or improved services for unduplicated students
  - Analysis of effectiveness of the specific actions to achieve the goal
  - Analysis of material differences in expenditures
  - Analysis of changes made to a goal for the ensuing LCAP year based on the annual update process
  - Analysis of challenges or successes in the implementation of actions

Goals and Actions

Purpose

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

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

Requirements and Instructions

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

is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students, and to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard.

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

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

Requirement to Address the LCFF State Priorities

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

Respond to the following prompts, as applicable:

Focus Goal(s)

Description

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

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

Type of Goal

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

State Priorities addressed by this goal.

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

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

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

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

Description

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

Focus goals for Equity Multiplier schoolsites must address the following:

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

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

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

Type of Goal

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

State Priorities addressed by this goal.

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

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

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

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

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

Note: *EC* Section 42238.024(b)(1) 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

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

Baseline

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

Year 1 Outcome

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

Year 2 Outcome

- When completing the LCAP for 2026–27, enter the most recent data available. Indicate the school year to which the data applies.

- Note for Charter Schools: Charter schools developing a one-year LCAP may identify the Year 2 Outcome as not applicable when completing the LCAP for 2026–27 or may provide the Year 2 Outcome for 2026–27.

Target for Year 3 Outcome

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

Current Difference from Baseline

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

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

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

Goal Analysis:

Enter the LCAP Year.

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

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

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

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

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

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

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

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

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

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

- The reasons for the ineffectiveness, and
- How changes to the action will result in a new or strengthened approach.

Actions:

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

Action #

- Enter the action number.

Title

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

Description

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

Total Funds

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

Contributing

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

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

Required Actions

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.
    - Prior to identifying the actions included in the LCAP the LEA is required to conduct a needs assessment pursuant to *EC* Section 32526(d). For information related to the required needs assessment please see the Program Information tab on the LREBG

Program Information web page. Additional information about the needs assessment and evidence-based resources for the LREBG may be found on the California Statewide System of Support LREBG Resources 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 *EC* 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 *EC* Section 32526(c)(2).
- 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.

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

Purpose

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

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

Statutory Requirements

An LEA is required to demonstrate in its LCAP how it is increasing or improving services for its students who are foster youth, English learners, and/or low-income, collectively referred to as unduplicated students, as compared to the services provided to all students in proportion to the increase in funding it receives based on the number and concentration of unduplicated students in the LEA (*EC* Section 42238.07[a][1], *EC*

Section 52064[b][8][B]; 5 *CCR* Section 15496[a]). This proportionality percentage is also known as the "minimum proportionality percentage" or "MPP." The manner in which an LEA demonstrates it is meeting its MPP is two-fold: (1) through the expenditure of LCFF funds or through the identification of a Planned Percentage of Improved Services as documented in the Contributing Actions Table, and (2) through the explanations provided in the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.

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

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

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

LEA-wide and Schoolwide Actions

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

- Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient.

- Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increased or improved services standard because enrolling students is not the same as serving students.

For School Districts Only

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

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

Requirements and Instructions

Complete the tables as follows:

Total Projected LCFF Supplemental and/or Concentration Grants

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

Projected Additional 15 percent LCFF Concentration Grant

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

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

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

LCFF Carryover — Percentage

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

LCFF Carryover — Dollar

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

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

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

Required Descriptions:

LEA-wide and Schoolwide Actions

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

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

Complete the table as follows:

Identified Need(s)

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

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

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

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

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

Metric(s) to Monitor Effectiveness

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

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

Limited Actions

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

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

Complete the table as follows:

Identified Need(s)

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

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

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

Metric(s) to Monitor Effectiveness

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

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

- For each action with an identified Planned Percentage of Improved Services, identify the goal and action number and describe the methodology that was used.

- When identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

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

Additional Concentration Grant Funding

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

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

Provide the following descriptions, as applicable to the LEA:

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

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

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

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

Complete the table as follows:

- Provide the staff-to-student ratio of classified staff providing direct services to students with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of classified staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.

    - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.

    - The staff-to-student ratio must be based on the number of full-time equivalent (FTE) staff and the number of enrolled students as counted on the first Wednesday in October of each year.

- Provide the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.

    - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.

    - The staff-to-student ratio must be based on the number of FTE staff and the number of enrolled students as counted on the first Wednesday in October of each year.

Action Tables

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

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

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

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

Total Planned Expenditures Table

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

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

  See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.
- **2. Projected LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants estimated on the basis of the number and concentration of unduplicated students for the coming school year.
- **3. Projected Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5 *CCR* Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.
- **LCFF Carryover — Percentage:** Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).
- **Total Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover —

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

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

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

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

Contributing Actions Table

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

Annual Update Table

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

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

Contributing Actions Annual Update Table

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

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

LCFF Carryover Table

- **9. Estimated Actual LCFF Base Grant**: Provide the total amount of estimated LCFF Target Entitlement for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program,

the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 *CCR* Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs. See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.

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

Calculations in the Action Tables

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

Contributing Actions Table

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

Contributing Actions Annual Update Table

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

- **6. Estimated Actual LCFF Supplemental and Concentration Grants**

- This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on the number and concentration of unduplicated students in the current school year.

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

LCFF Carryover Table

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

- If the Estimated Actual Percentage of Increased or Improved Services (11) is less than the Estimated Actual Percentage to Increase or Improve Services (10), the LEA is required to carry over LCFF funds.

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

- **13. LCFF Carryover — Percentage (12 divided by 9)**

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

California Department of Education
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2025-26 Local Performance Indicator Self-Reflection

Local Educational Agency (LEA)	Contact Name and Title	Email and Phone
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Introduction

The California 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.

This template is intended as a drafting tool and based on the Local Performance Indicator Quick Guide published by CDE in January 2024.

Performance Standards

The approved performance standards require an LEA to:

- Annually measure its progress in meeting the requirements of the specific Local Control Funding Formula (LCFF) priority.
- Report the results as part of a non-consent item at the same public meeting of the local governing board/body at which the Local Control and Accountability Plan (LCAP) is adopted.
- Report results to the public through the Dashboard utilizing the SBE-adopted self-reflection tools for each local indicator.

This Quick Guide identifies the approved standards and self-reflection tools that an LEA will use to report its progress on the local indicators.

Local Indicators

The local indicators address the following state priority areas:

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

- Number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies)

Note: The requested information are all data elements that are currently required as part of the School Accountability Report Card (SARC).

Note: LEAs are required to report the following to their local governing board/body in conjunction with the adoption of the LCAP:

- The LEA’s Teacher Assignment Monitoring and Outcome data available at https://www.cde.ca.gov/ds/ad/tamo.asp.

- The number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home, and

- The number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies)

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/body at the same public meeting at which the LCAP is adopted and reports to educational partners and the public through the Dashboard.

Parent and Family Engagement (LCFF Priority 3)

This measure addresses Parent and Family Engagement, including how an LEA builds relationships between school staff and families, builds partnerships for student outcomes and seeks input for decision-making.

LEAs report progress of how they have sought input from parents in decision-making and promoted parent participation in programs to its local governing board or body using the SBE-adopted self-reflection tool for Priority 3 at the same public meeting at which the LEA adopts its LCAP, and reports to educational partners and the public through the Dashboard.

School Climate (LCFF Priority 6)

The LEA administers an annual local climate survey that captures a valid measure of student perceptions of school safety and connectedness, in at least one grade within each grade span(s) the LEA serves (e.g., TK-5, 6-8, 9-12), and reports the results to its local governing board/body at the same public meeting at which the LCAP is adopted and to educational partners 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/body at the same public meeting at which the LCAP is adopted and reports to educational partners and the public through the Dashboard.

Coordination of Services for Expelled Students – County Office of Education (COE) Only (LCFF Priority 9)

The COE annually measures its progress in coordinating services for foster youth; the COE 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.

Coordination of Services for Foster Youth – COE Only (LCFF Priority 10)

The COE annually measures its progress in coordinating services for foster youth; the COE 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.

Self-Reflection Tools

An LEA uses the self-reflection tools included within the Dashboard to report its progress on the local performance indicator to educational partners 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 educational partners 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
- Number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies)

Note: The requested information are all data elements that are currently required as part of the School Accountability Report Card (SARC).

Note: LEAs are required to report the following to their local governing board/body in conjunction with the adoption of the LCAP:

- The LEA’s Teacher Assignment Monitoring and Outcome data available at https://www.cde.ca.gov/ds/ad/tamo.asp.
- The number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home, and
- The number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies)

Academic Year	Total Teaching FTE	Clear	Out-of-Field	Intern	Ineffective	Incomplete	Unknown	N/A
2022-23	44.1	56.3%	36.1%	0.8%	5.3%	1.5%	0	0

Access to Instructional Materials	Number	Percent
Students Without Access to Own Copies of Standards-Aligned Instructional Materials for Use at School and at Home	0	0

Facility Conditions	Number
Identified Instances Where Facilities Do Not Meet The “Good Repair” Standard (Including Deficiencies and Extreme Deficiencies)	0

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 1: Narrative Summary (Limited to 3,000 characters)
In the narrative box provided on the Dashboard, identify the locally selected measures or tools that the LEA is using to track its progress in implementing the state academic standards adopted by the state board and briefly describe why the LEA chose the selected measures or tools.

Additionally, summarize the LEA's progress in implementing the academic standards adopted by the SBE, based on the locally selected measures or tools. The adopted academic standards are:

- English Language Arts (ELA) – Common Core State Standards for ELA
- English Language Development (ELD) (Aligned to Common Core State Standards for ELA)
- Mathematics – Common Core State Standards for Mathematics
- Next Generation Science Standards
- History-Social Science
- Career Technical Education
- Health Education Content Standards
- Physical Education Model Content Standards
- Visual and Performing Arts
- World Language

Implementation of State Academic Standards (LCFF Priority 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	1	2	3	4	5
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	1	2	3	4	5
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	

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	1	2	3	4	5
ELA – Common Core State Standards for ELA			3		
ELD (Aligned to ELA Standards)				4	
Mathematics – Common Core State Standards for Mathematics			3		
Next Generation Science Standards			3		
History-Social Science			3		

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	1	2	3	4	5	N/A
Career Technical Education	1					
Health Education Content Standards				4		
Physical Education Model Content Standards				4		
Visual and Performing Arts				4		
World Language				4		

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

Academic Standards	1	2	3	4	5
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			3		

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.

Parental Involvement and Family Engagement (LCFF Priority 3)

Introduction

Family engagement is an essential strategy for building pathways to college and career readiness for all students and is an essential component of a systems approach to improving outcomes for all students. More than 30 years of research has shown that family engagement can lead to improved student outcomes (e.g., attendance, engagement, academic outcomes, social emotional learning, etc.).

Consistent with the California Department of Education's (CDE's) Family Engagement Toolkit: [1]

- Effective and authentic family engagement has been described as an intentional partnership of educators, families and community members who share responsibility for a child from the time they are born to becoming an adult.
- To build an effective partnership, educators, families, and community members need to develop the knowledge and skills to work together, and schools must purposefully integrate family and community engagement with goals for students' learning and thriving.

The LCFF legislation recognized the importance of family engagement by requiring LEAs to address Priority 3 within their LCAP. The self-reflection tool described below enables LEAs to reflect upon their implementation of family engagement as part of their continuous improvement process and prior to updating their LCAP.

For LEAs to engage all families equitably, it is necessary to understand the cultures, languages, needs and interests of families in the local area. Furthermore, developing family engagement policies, programs, and practices needs to be done in partnership with local families, using the tools of continuous improvement.

Instructions

This self-reflection tool is organized into three sections. Each section includes research and evidence-based practices in family engagement:

1. Building Relationships between School Staff and Families
2. Building Partnerships for Student Outcomes
3. Seeking Input for Decision-Making

Based on an evaluation of data, including educational partner input, an LEA uses this self-reflection tool to report on its progress successes and area(s) of need related to 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 its development process, including assessing prior year goals, actions and services and in modifying future goals, actions, and services in the LCAP.

LEAs are to implement the following self-reflection process:

1. Identify the diverse educational partners 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.

2. Engage educational partners 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 educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each of the 12 practices using the following rating scale (lowest to highest):

   1 – Exploration and Research
   2 – Beginning Development
   3 – Initial Implementation
   4 – Full Implementation
   5 – Full Implementation and Sustainability

4. Based on the analysis of educational partner input and local data, respond to each of the prompts pertaining to each section of the tool.

5. Use the findings from the self-reflection process to inform the annual update to the LCAP and the LCAP development process, as well as the development of other school and district plans.

Sections of the Self-Reflection Tool

Section 1: Building Relationships Between School Staff and Families

Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each practice in this section 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

Practices	Rating Scale Number
1. 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
2. Rate the LEA's progress in creating welcoming environments for all families in the community.	4
3. Rate the LEA's progress in supporting staff to learn about each family's strengths, cultures, languages, and goals for their children.	4
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

Building Relationships Dashboard Narrative Boxes (Limited to 3,000 characters)

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.

Compass Charter Schools' Scholar Leadership Council and Parent Advisory Council reviewed the questions for the annual survey and added questions that they felt were important to scholars and parents, in 2024, and in early 2025, Compass conducted its annual survey with mostly the same questions to ensure input from all groups of scholars, families, and staff, as well as our authorizers, Board of Directors, and the community at large. The survey results provided qualitative and quantitative information on our Compass Experience as well as areas of focus and areas of opportunity to explore for the upcoming school year. In reviewing the results, Compass demonstrated continued strength in the following areas: flexibility (flexibility that's available for scheduling, pacing, curriculum, ways to meet state standards, and the ability to complete school work from home), supportive teachers (teachers' understanding, helpfulness, guidance, communication, and availability), independence (being able to work independently and at one's own pace), online nature/ease of use (convenience of online learning, absence of travel, and ease of using the online platform), individualized/personalized learning (ability to tailor education to individual needs, learn in preferred ways, and pursue personal interests), positive learning environment (positive attitudes of teachers, an enjoyable learning experience, as well as a supportive, non-judgmental, inclusive environment), resources/availability of resources (appreciation for the availability and providing of resources, curriculum support, and access to online resources as well as subscriptions), extracurricular/enrichment programs (clubs, field trips, diverse extracurricular activities, and access to enrichment programs along with additional classes), community and family orientation (family-oriented atmosphere, caring community, sense of community, and engagement events), and special education support (positive experiences and support for special education needs were noted).

Further, our tiered re-engagement process continues to focus on restorative practices that solicit collaboration between families and the LEA to further support scholars academic progress and engagement.

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.

Compass Charter Schools' Scholar Leadership Council and Parent Advisory Council conducted scholar and parent surveys in January. In addition, Compass itself conducted a schoolwide annual planning survey in February and March in order to ensure input from all groups of scholars, families, and staff, as well as our authorizers, the Board of Directors, and the community at large. The survey results provided qualitative and quantitative information on our Compass experience as well as areas of focus and areas of opportunity to explore for the upcoming school year.

In reviewing the results, Compass identified the following as focus areas for improvement in building relationships between school staff and families: streamlining material and educational resource ordering process, addressing issues with semester limits and deadlines), curriculum and instruction (adding more creative, hands-on projects, less rigidity, more recorded classes, and improving video quality in courses), social interaction (increased opportunities for social interaction, including more field trips and real-life activities), language electives (a broader range of language electives for all grades), support and resources (enhancing support for special needs students and increasing local staff and events), communication (improved communication regarding deadlines), workload awareness (concern about the overall workload and the pace of the online curriculum), local availability and vendor variety (more local vendors and services, especially in rural or remote areas as well as easier vendor approval processes), and zoom and online classes (opinions varied on the frequency of online classes and Zoom meetings, with some preferring more regular sessions).

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.

Compass Charter Schools has identified and implemented early stage implementation on the work to increase trust with all educational partners. This work includes building trust within the staff, scholars, parents, and community, guided by professional development initiatives. Compass' engagement efforts have received high satisfaction, and the engagement and marketing teams are applying data to develop plans to increase engagement in underrepresented communities. The school continues outreach, including regular weekly messages, and new efforts to have parent "town hall" style meetings to address changes and arising questions.

Section 2: Building Partnerships for Student Outcomes

Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each practice in this section 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

Practices	Rating Scale Number
5. 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
6. Rate the LEA's progress in providing families with information and resources to support student learning and development in the home.	5

Practices	Rating Scale Number
7. 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.	4
8. 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

Building Partnerships Dashboard Narrative Boxes (Limited to 3,000 characters)

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.

With the second annual survey completed based on questions generated with input from the Scholar Leadership Council and Parent Advisory Council, Compass continues its major culture strengthening initiatives. The survey results provided qualitative and quantitative information on our Compass Experience as well as areas of focus and areas of opportunity to explore for the upcoming school year. Compass Charter Schools demonstrated strengths and great progress in the following areas for scholar outcomes: Multi-Tiered System of Support (MTSS), English Learner Support, Tutoring, Social Emotional Learning and Well Being, and our synchronous and asynchronous instruction. Compass is progressing on overcoming obstacles with adopted technology solutions (e.g., Clever, Amazon Storefront), to simplify logging in and ordering resources, to further remove frustrations and eliminate non-learning task time, so more energy can be spent on connecting with families and scholars.

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.

With the second annual survey completed based on questions generated with input from the Scholar Leadership Council and Parent Advisory Council, Compass continues its major culture strengthening initiatives. The survey results provided qualitative and quantitative information on our Compass. The survey results provided qualitative and quantitative information on our Compass Experience as well as areas of focus and areas of opportunity to explore for the upcoming school year. In reviewing the annual survey results, Compass Charter Schools identified the following areas for improvement in building partnerships for scholar outcomes: more flexibility and access to use of funds, resources and service providers; simplification of systems; collaborative engagement opportunities; consistency; and communication.

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.

Compass Charter Schools continues to offer a summer session that utilizes online courses and a supplemental curriculum to increase scholar engagement and outcomes. Compass will also ensure all scholars can access A-G approved courses through board-approved curricula and vendors.

Section 3: Seeking Input for Decision-Making

Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each practice in this section 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

Practices	Rating Scale Number
9. 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
10. Rate the LEA's progress in building the capacity of and supporting family members to effectively engage in advisory groups and decision-making.	4
11. 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
12. 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

Seeking Input for Decision-Making Dashboard Narrative Boxes (Limited to 3,000 characters)

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.

Compass Charter Schools continues its ongoing processes for seeking input for decision-making. Compass collaborates with all of our educational partners consistently throughout the year via monthly Leadership Team meetings, Scholar Leadership Council meetings, and Staff Advisory Committee meetings; quarterly Parent Advisory Council meetings; and Parent Town Halls and survey administrations throughout the year. During these opportunities, all educational partners review and discuss the progress we are making, make recommendations for improvements, and are equally involved in the decision-making progress.

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.

The current annual survey completed based on questions generated with input from the Scholar Leadership Council and Parent Advisory Council provided qualitative and quantitative information on our Compass Experience as well as areas of focus and areas of opportunity to explore for the upcoming school year. Compass Charter Schools still identifies the following critical areas for improvement in seeking input for decision-making: the need for an increase in participation in state and local assessments and the establishment of a change management process that can better support staff participation and expectations to ensure initiatives are successful.

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.

Based on input and local data, we will continue to work on providing opportunities for engagement that are accessible to our underrepresented families. The full-time McKinney-Vento Liaison provides a conduit for ensuring that some of the most underrepresented families have a voice. We are also looking at our engagement activities for our scholars and looking to find additional in-person opportunities in accessible areas. We continue to refine our live learning sessions to provide meaningful educational content. Additionally, we partnered with Care Solace to offer wellness referrals and resources for our scholars, families, and staff. We continue to refine our supplemental subscription offerings, such as Freckle, for example, for academic support in addition to expanding our Multi-Tiered System of Support tutoring hours.

School Climate (LCFF Priority 6)

Introduction

The initial design of the Local Control Funding Formula recognized the critical role that positive school conditions and climate play in advancing student performance and equity. This recognition is grounded in a research base demonstrating that a positive school climate directly impacts indicators of success such as increased teacher retention, lower dropout rates, decreased incidences of violence, and higher student achievement.

In order to support comprehensive planning, LEAs need access to current data. The measurement of school climate provides LEAs with critical data that can be used to track progress in school climate for purposes of continuous improvement, and the ability to identify needs and implement changes to address local needs.

Introduction
LEAs are required, at a minimum, to annually administer a local climate survey. The survey must:

- Capture a valid measure of student perceptions of school safety and connectedness in at least one grade within each grade span the LEA serves (e.g. TK-5, 6-8, 9-12); and

- At a minimum, report disaggregated data by student groups identified in California Education Code 52052, when such data is available as part of the local school climate survey.

Based on the analysis of local data, including the local climate survey data, LEAs are to respond to the following three prompts. Each prompt response is limited to 3,000 characters. An LEA may provide hyperlink(s) to other documents as necessary within each prompt:

Prompt 1 (DATA): Describe the local climate survey data, including available data disaggregated by student groups. LEAs using surveys that provide an overall score, such as the California Healthy Kids Survey, are encouraged to report the overall score for all students as well as available student group scores. Responses 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.

This year, the school used its annual survey again, which included questions from the Mental Health portion of the California Healthy Kids Survey, to help assess the perception of school climate. Although staff worked diligently to encourage participation, the participation rate again was less than 20%-- low, an increase in participation for the second consecutive year, with 401 scholars participating.
The school is building its relationship with Parsec as a data analysis application and is continuing to set up the infrastructure to begin collecting and analyzing data. The school also worked with Abre in the hopes of being able to provide more interactive dashboards, but that provider has not met expectations.
Results of the mental health and school climate questions:

Some data points of measuring student perceptions of student safety and connectedness are: There is a teacher or some other adult from my school...

"who really cares about me:
Gr. 6: 80%, up from 23-24's Grade 5: 76%;
Gr. 8:41%, down from 23-24's Gr. 7: 58%;
Gr. 11 36% down from 23-24's Gr. 10: 57%

"who notices when I'm not there":
Gr.6 52%, down from 23-24's Gr. 5: 68%;
Gr. 8 63 % up from 23-24's Gr. 7: 54%;
Gr. 11 42% up from 23-24's Gr. 10: 36%

"who listens to me when I have something to say":
Gr. 6 70%, down from 23-24's from 23-24's Gr. 5: 81%;
Gr. 8 70% down from 23-24's Gr. 7: 83%;
Gr. 1171% down from 23-24's Gr.10: 79%
I feel close to people at this school (Strongly Agree/Agree)...
Gr. 6: 100%, up from 23-24's Gr.5: 81%
Gr. 8 65%. down from 23-24's Gr. 7 69%;
Gr. 11 48% same as 23-24's Gr.10: 48%

I feel like I am part of this school (Strongly Agree/Agree)...
Gr. 6 90%, down from 23-24's Gr.5: 97%
Gr. 8 88% up from 23-24's from 23-24's Gr. 7 80%;
Gr. 11 91% up from 23-24's Gr.10: 84%

I feel safe in my school.
Gr. 6 100% up from 23-24's Gr.5: 97%
Gr. 88% down from 23-24's from 23-24's Gr. 7 96%;
Gr. 11 100% same as 23-24's Gr.10: 100%

The data on student perceptions of safety and connectedness across different grade levels reveal key insights into the school environment over a year. The data included compared the same three student cohorts from one grade to the next. While this is not exact due to turnover and different scholars taking the survey, the inconsistent trends from one grade to the next highlights the need for better attendance monitoring and responsiveness as students advance through school. Compass has begun weekly student focused meetings bringing together various staff (WIT-Whatever It Takes meetings), and additional mental health supports. These efforts, along with our culture building, we hope will help all scholars feel more included, heard and safe.
While there are no drastic changes in data between the years, indications are that Compass has successfully created a secure environment for its students, which is fundamental for their well-being and academic success, but there is room for improvement. The data reveals that while students generally feel supported by adults, there is room for improvement in ensuring that absences are noticed and addressed, particularly in higher grades. Additionally, there is a concerning trend of declining connectedness as students progress through the grades, necessitating efforts to foster peer relationships and a stronger sense of community, especially in middle school. The consistently high perception of safety across all grades is a significant strength of the school environment.

To address these findings, it is recommended to continue attendance monitoring systems and expanding the number of WIT meetings, to ensure students feel noticed and cared for, create programs and activities aimed at building peer relationships, particularly in middle school, and continue prioritizing and maintaining high standards of safety. By addressing these areas, the school can work towards creating a more inclusive, supportive, and connected environment for all students. Lastly, it is important to notice that the sample size is relatively small. While Compass did increase its number of student participation, there is room for improvement here as well.

Prompt 2 (MEANING): Describe key learnings, including identified needs and areas of strength determined through the analysis of data described in Prompt 1, including the available data disaggregated by student group.

An area of strength for Compass is the connectivity and sense of belonging scholars experience at Compass.

Prompt 3 (USE): Describe any changes to existing plans, policies, or procedures that the LEA determines necessary in order to address areas of need identified through the analysis of local data and the identification of key learnings. Include any revisions, decisions, or actions the LEA has, or will, implement for continuous improvement purposes.

Compass has identified as an area of opportunity, more consistent longitudinal data on social emotional learning and mental health, to guide program and service. This school year, Compass administered mySAEBERS, through Renaissance learning for more consistent SEL data collection and analysis. Compass will also work towards getting more participation to surveys to support school climate.. With consistent and present data, Compass will better leverage its engagement opportunities and support services.

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. (response limited to 1,500 characters)

We ensure that every scholar is enrolled in grade-level courses and our counselors use graduation pathway planning tools to make sure that every high school scholar has a pathway to graduation via a broad course of study. Our team has a robust catalog of course offerings linked to our student information system. Scholars enrolled in our Online Learning Program and those in our Options Learning Program who choose to take online courses have access to coursework via Accelerate Education. Our supervising teachers create personalized learning plans using a template to share a clear plan of study for scholars to access. For our English Learners, we adopted the Lexia ELD courses, which are research-based. Scholars advance in language proficiency, which allows them to access our full course offerings. Scholars with exceptional needs have access to supplemental resources to bolster skills to allow full participation in our course of study; these are accessed via our ClassLink single sign-on system. We regularly conduct self-audits to ensure that all scholars are enrolled in their courses per their Master Agreement. We expanded our MTSS tutoring offerings, and we reached out to unduplicated scholar groups to ensure they have the support they need to access the full course of study. For high schoolers, we also track scholar access to Accelerated Course Options Program (ACOP) courses and concurrent enrollment. Scholars with special needs who, per their IEP, cannot complete the grade-level course of study are provided access to and supported with a modified curricular offering. Surveys are used annually to help drive any additional changes that may be needed to promote access to our course of study. We collect attendance at our live learning sessions to track scholar attendance and access. We use a rigorous vetting process for all community providers.

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. (response limited to 1,500 characters)

All scholars at Compass Charter Schools have access to and are enrolled in a broad course of study. Over the last two years, we added in project-based A-G approved coursework on top of the Online A-G course offerings. Our team has a robust catalog of course offerings linked to our student information system which tracks course enrollment and completion. As a virtual school, our curriculum is available online, and the school ensures that all scholars have computer and internet access.

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. (response limited to 1,500 characters)

There are currently no barriers.

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? (response limited to 1,500 characters)

We will continue to evaluate our course offerings and approved community providers list. We continue to evaluate data to determine which supplemental resources are most helpful for scholars to maximize success in their course of study. We have a full time McKinney-Vento Liaison to advocate for and support our families experiencing homelessness and foster youth to ensure their needs are met to be able to access our course of study.

Coordination of Services for Expelled Students – COE Only (LCFF Priority 9)

Assess the degree of implementation of the progress in coordinating instruction for expelled students in your county.

Rating Scale (lowest to highest):
1 - Exploration and Research Phase
2 - Beginning Development
3 - Initial Implementation
4 - Full Implementation
5 - Full Implementation and Sustainability

Coordinating Instruction	1	2	3	4	5
1. Assessing status of triennial plan for providing educational services to all expelled students in the county, including:	[No response required]	[No response required]	[No response required]	[No response required]	[No response required]
a. Review of required outcome data.					
b. Identifying existing educational alternatives for expelled pupils, gaps in educational services to expelled pupils, and strategies for filling those service gaps.					
c. Identifying alternative placements for pupils who are					

Coordinating Instruction	1	2	3	4	5
expelled and placed in district community day school programs, but who fail to meet the terms and conditions of their rehabilitation plan or who pose a danger to other district pupils.					
2. Coordinating on development and implementation of triennial plan with all LEAs within the county.					
3. Establishing ongoing collaboration and policy development for transparent referral process for LEAs within the county to the county office of education or other program options, including dissemination to all LEAs within the county a menu of available continuum of services for expelled students.					
4. Developing memorandum of understanding regarding the coordination of partial credit policies between district of residence and county office of education.					

Coordination of Services for Foster Youth – COE Only (LCFF Priority 10)

Assess the degree of implementation of coordinated service program components for foster youth in your county.

Rating Scale (lowest to highest):

1 - Exploration and Research Phase
2 - Beginning Development
3 - Initial Implementation
4 - Full Implementation
5 - Full Implementation and Sustainability

Coordinating Services	1	2	3	4	5
1. Establishing ongoing collaboration and supporting policy development, including establishing formalized information sharing agreements with child welfare, probation, Local Education Agency (LEAs), the courts, and other organizations to support determining the proper educational placement of foster youth (e.g., school of origin versus current residence, comprehensive versus alternative school, and regular versus special education).					
2. Building capacity with LEA, probation, child welfare, and other organizations for purposes of implementing school-based support infrastructure for foster youth intended to improve educational outcomes (e.g., provide regular professional development with the Foster Youth Liaisons to facilitate adequate transportation services for foster youth).					
3. Providing information and assistance to LEAs regarding the educational needs of foster youth in order to improve educational outcomes.					
4. Providing direct educational services for foster youth in LEA or county-operated programs provided the school district has certified that specified services cannot be provided or funded using other sources, including, but not limited to, Local Control Funding Formula, federal, state or local funding.					
5. Establishing ongoing collaboration and supporting development of policies and procedures that facilitate expeditious transfer of records, transcripts, and other relevant educational information.					
6. Facilitating the coordination of post-secondary opportunities for youth by engaging with systems partners, including, but not limited to, child welfare transition planning and independent living services, community colleges or universities, career technical education, and workforce development providers.					

Coordinating Services	1	2	3	4	5
7. Developing strategies to prioritize the needs of foster youth in the community, using community-wide assessments that consider age group, geographical area, and identification of highest needs students based on academic needs and placement type.					
8. Engaging in the process of reviewing plan deliverables and of collecting and analyzing LEA and COE level outcome data for purposes of evaluating effectiveness of support services for foster youth and whether the investment in services contributes to improved educational outcomes for foster youth.					

Coversheet

Approve the 2025-2026 Local Control Accountability Plan and Local Indicators for Compass Charter Schools of San Diego.

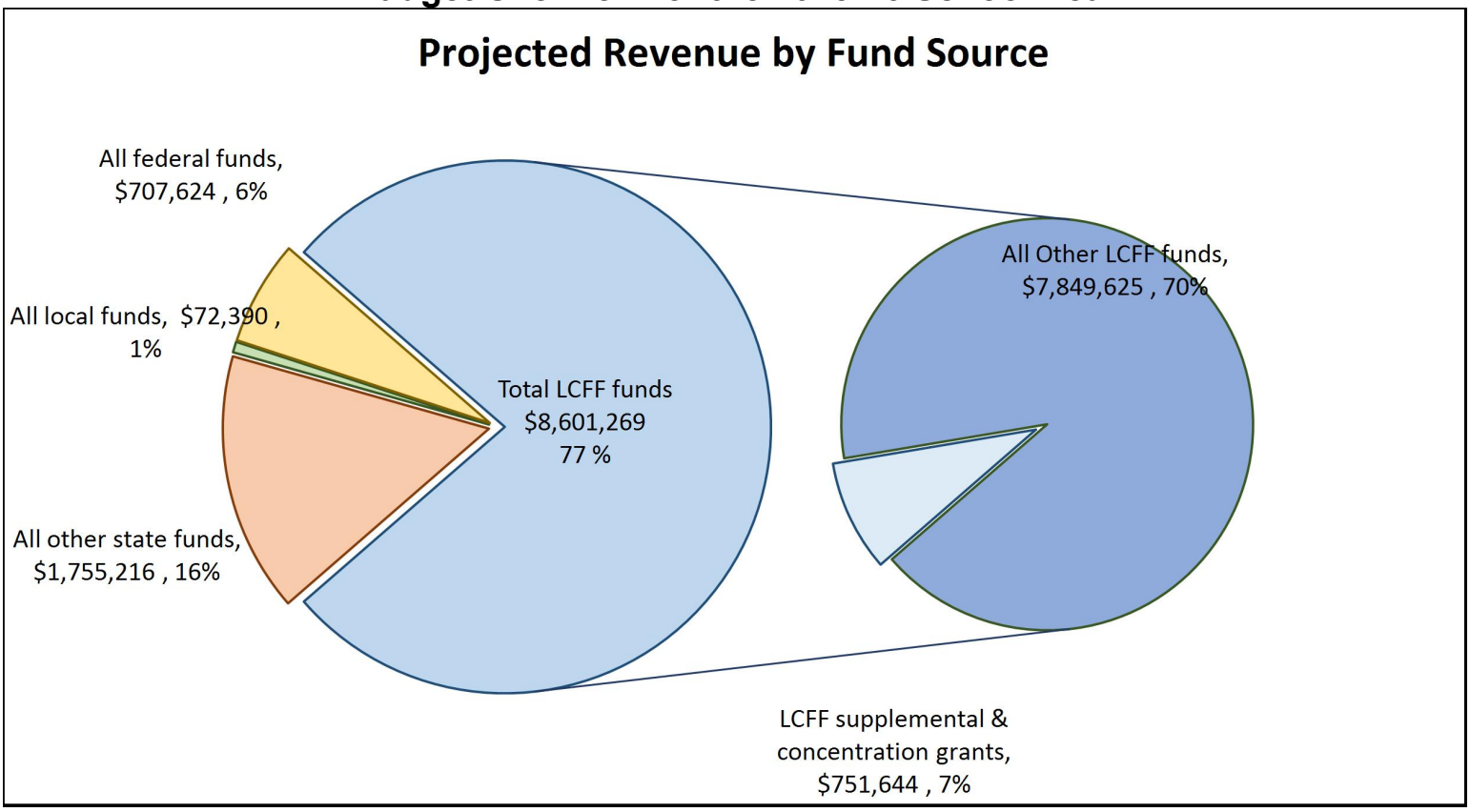
Section: VIII. Approval of the Local Control Accountability Plans for 2025-2026.
Item: B. Approve the 2025-2026 Local Control Accountability Plan and Local Indicators for Compass Charter Schools of San Diego.
Purpose: Vote
Submitted by:
Related Material: 2025_LCAP_CCS_SD.pdf
2025_Local_Indicator_Self-Reflection_24-25_CCS_SD.pdf

LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Compass Charter Schools of San Diego
CDS Code: 37 68213 0127084
School Year: 2025-26
LEA contact information:
Elizabeth Brenner
Superintendent & CEO
ebrenner @compasscharters.org
(805)358-4761

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

Budget Overview for the 2025-26 School Year

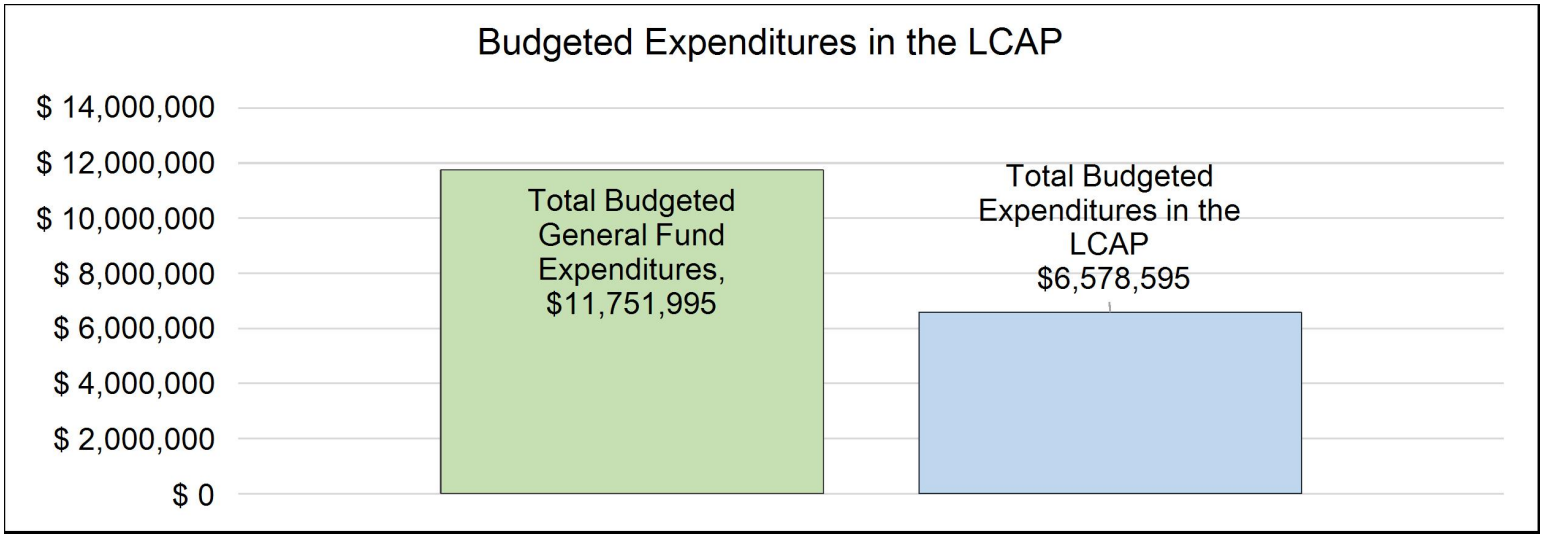


This chart shows the total general purpose revenue Compass Charter Schools of San Diego expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for Compass Charter Schools of San Diego is $11,136,499, of which $8,601,269.00 is Local Control Funding Formula (LCFF), $1755216 is other state funds, $72,390.00 is local funds, and $707624 is federal funds. Of the $8,601,269.00 in LCFF Funds, $751,644.00 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

LCFF Budget Overview for Parents

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



This chart provides a quick summary of how much Compass Charter Schools of San Diego plans to spend for 2025-26. It shows how much of the total is tied to planned actions and services in the LCAP.

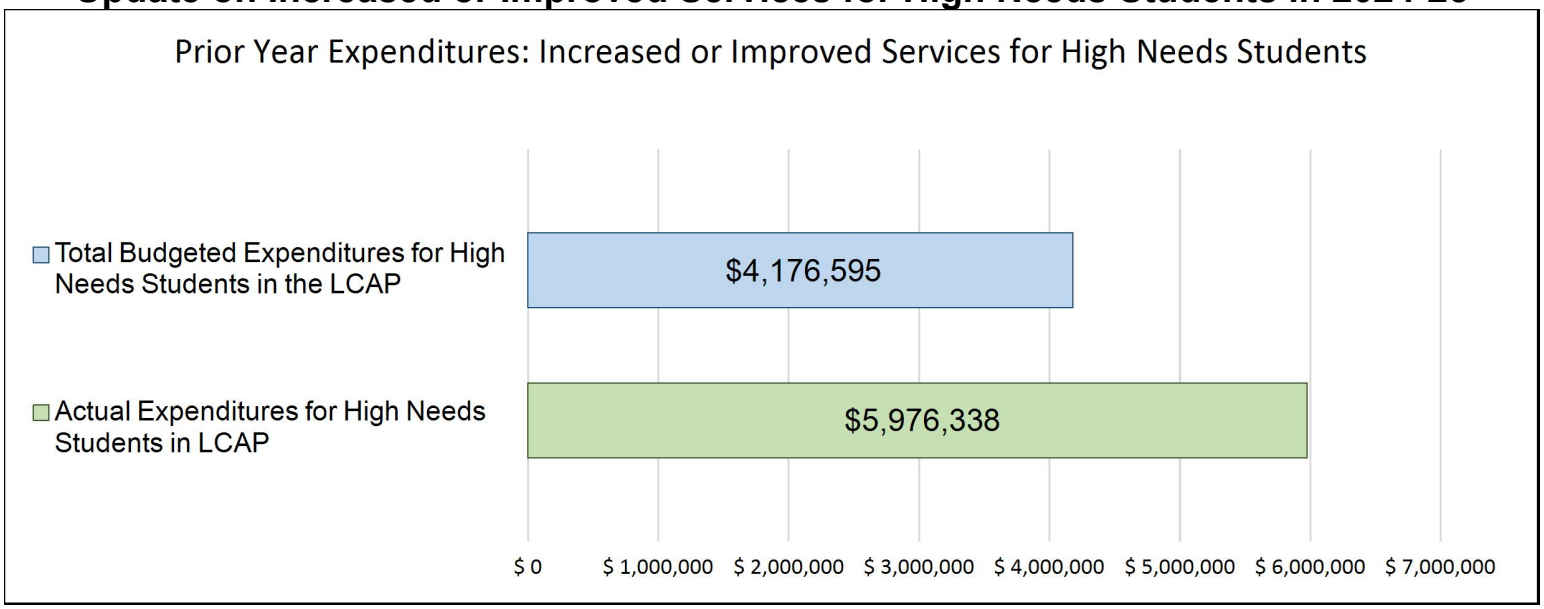
The text description of the above chart is as follows: Compass Charter Schools of San Diego plans to spend $11,751,995 for the 2025-26 school year. Of that amount, $6,578,595.00 is tied to actions/services in the LCAP and $5,173,400 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

Increased or Improved Services for High Needs Students in the LCAP for the 2025-26 School Year

In 2025-26, Compass Charter Schools of San Diego is projecting it will receive $751,644.00 based on the enrollment of foster youth, English learner, and low-income students. Compass Charter Schools of San Diego must describe how it intends to increase or improve services for high needs students in the LCAP. Compass Charter Schools of San Diego plans to spend $5,220,118.00 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 2024-25



This chart compares what Compass Charter Schools of San Diego budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what Compass Charter Schools of San Diego 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 2024-25, Compass Charter Schools of San Diego's LCAP budgeted $4,176,595.00 for planned actions to increase or improve services for high needs students. Compass Charter Schools of San Diego actually spent $5,976,338.00 for actions to increase or improve services for high needs students in 2024-25.

The difference between the budgeted and actual expenditures of $1,799,743 had the following impact on Compass Charter Schools of San Diego’s ability to increase or improve services for high needs students:

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
Compass Charter Schools of San Diego	Elizabeth Brenner Superintendent & CEO	ebrenner@compasscharters.org (805)358-4761

Plan Summary [2025-26]

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.

Compass Charter Schools of San Diego (Compass) is a free, nonclassroom-based, public charter school which is directly funded by the State of California and the federal government. Compass provides 21st century blended and virtual learning programs authorized by Mountain Empire USD for scholars in grades TK-12 who reside in San Diego county and its adjacent counties. Compass offers high-quality, rigorous instructional programs via virtual learning. Scholars attend school primarily from home, supervised by a professional, fully qualified, certificated Supervising Teacher (ST) and supported by a parent or guardian who serves as the Learning Coach (LC). Scholars follow a Personalized Learning Plan (PLP) that integrates technology and standards-aligned curriculum that maximizes personalized learning. Scholars have the opportunity to participate in engaging activities including virtual clubs, celebrations, and field trips. The school provides a wide range of support services in a Multi-tiered System of Support that utilizes multiple assessments to identify areas of need and assign interventions. Staff provide tutoring, social-emotional support services, and emergent multi-lingual support. Instruction is provided synchronously and asynchronously in all subject areas. All Compass high school scholars have access to an a-g approved curriculum and courses. The school is accredited by the Western Association of Schools and Colleges (WASC).
The enrollment on Census day, 2024 was 790 scholars across grades TK through 12. Compass serves 47.3% Socioeconomically Disadvantaged, 14.7% Homeless, 10% English Learners, and 12.7% Students with Disabilities.
The mission of Compass is to inspire and develop innovative, creative, self-directed learners, one scholar at a time. Our vision is to create an innovative, collaborative learning environment that supports the diverse needs and goals of each scholar, nurtures a love of learning, and prepares them for future success. through our core values of Achievement, Respect, Teamwork, Integrity, and Communication (ARTIC).

Reflections: Annual Performance

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

Participation rates and achievement rates in CAASPP ELA and Math increased from 89% in the 2022-23 SY to 91% in the 2023-24 SY. The school will continue to set goals around providing support in ELA and Math to increase the percentage of scholars testing at or above grade level. SED scholars showed an increase in ELA and Math in all grade levels except ELA grade 11 which saw a slight decline, but they are still not achieving at the same rate as the overall population. In this plan, goals are the same for all populations and resources will be concentrated on subgroups that show the greatest gap in achievement. The school has added a goal to increase participation to 95% in order to avoid the LOSS penalty.

The school concentrated on increasing participation in local assessments and achieved over a 95% participation rate on the Renaissance STAR assessments. This provided strong scholar achievement data that was used to target interventions and to recognize scholar individual achievement and growth. These assessments drive the MTSS process and we saw strong achievement in scholars who attended intervention tutoring and services. The school continued measuring Grade Level Growth and saw strong performance in the 2024–2025 school year. In ELA, more than 62% of elementary scholars met or exceeded growth expectations, while more than 78% of Grade 11 scholars met or exceeded growth levels. In Math, 50.7% of elementary scholars demonstrated growth, and Grade 11 saw a significant improvement, with over 75.8% of scholars meeting or exceeding growth levels. While growth dipped in Grades 3–8 Math and slightly in ELA, the increased rates of students meeting or exceeding grade-level expectations are promising. The consistent upward movement in Grade 11 performance and growth across both subjects is especially encouraging.
Scholar engagement remains high as evidenced by low chronic absenteeism rates and the cohort dropout rate has decreased to 23%.
The school will continue to monitor staffing and access to core curriculum. These measures are consistently met each year as the school maintains a 25:1 credentialed staff to scholar ratio and ensures that all scholars have access to core curriculum. In the 2024-2025 school year, additional core curriculum was also adopted for scholars with special needs.
The percentage of emergent multilingual scholars who made progress toward English proficiency dropped from 64% in 2023 to 31% in 2024. We will continue to provide support for our EL scholars with a focus on the LTEL population. EL tutors embed ELPAC strategies within their live instruction throughout the school year to help prepare scholars for the Summative assessment. These strategies focus on listening, speaking, reading, and writing. All emergent multilingual scholars receive weekly emails with updates regarding their progress in the ELD Course. In addition, all session links are shared following each lesson with recordings and Nearpod lessons. These recordings and Nearpod lessons can be used for asynchronous instruction via an Exit Ticket should a scholar not be able to attend. Instructional resources and supports are shared with supervising teachers via professional learning (EL Roadmap and Lexia Live!), through the EL Curriculum Guide, and as embedded within IC Weekly Digest. Lastly, multiple opportunities are continually provided for our Learning Coaches to be informed and engaged within their scholars learning. In addition to our EL WOW, there is an annual ELPAC Information Night. In 23/24, an ELAC (English Learner Advisory Committee) was implemented with a goal of achieving LC engagement and opportunities to further train, provide a voice, and connect with our EMS community.

Reflections: Technical Assistance

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

Compass Charter Schools of San Diego

Support for Identified Schools

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

Needs Assessment
Compass Charter Schools of San Diego (Compass) was identified for Comprehensive Support and Improvement (CSI) on January 31, 2020, due to a low graduation rate of 46.7%. Compass completes annual comprehensive needs assessments, including the specific examination of graduation rates.

Through this needs assessment, Compass realizes that low graduation rates can be attributed to various factors including scholars entering the school credit deficient, showing signs of mental health barriers, and experiencing multiple school enrollments during the four-year cohort. Addressing these challenges requires a well trained staff implementing a comprehensive approach that combines partner engagement, academic support, mental health resources, access to education resources and targeted interventions. This school improvement plan aims to provide a roadmap for tackling these issues and improving graduation rates

Further, during the 2022-2023 school year, the school completed the WASC self-study process. In response to feedback from the visiting team, the school has also added the goal of exceeding the 70% graduation rate in 2022-2023 on the CA Dashboard and achieving a 90% graduation rate by 2028.

Through these assessments, Compass determined that to address the low graduation rate, a school-wide Wildly Important Goal (WIG) would be implemented: to ensure that 100% of eligible scholars graduate by the end of each school year. This goal focuses on scholar engagement and has shown gradual progress, with graduation rates reaching 63.8% in 2022, 61% in 2023 and 65.5% in 2024. Each department within Compass has developed and refined their own aligned WIGs to guide their goals and data collection efforts. This structured approach helps

to identify and prioritize the needs of scholars, especially those who enter the school with credit deficiencies, mental health barriers, or multiple school enrollments during their four-year cohort.

Evidence-Based Strategies:
From the self-assessments and WASC fidings, the Compass departments have collaboratively planned and have begun implementing evidence based interventions to address our low graduation rates to address the various challenges that scholars face. This includes implementing academic support and resources, mental health resources, and targeted interventions, to be executed by a well trained staff. Compass utilizes lead and lag measures to track the progress of our WIG, and meets bimonthly to share applicable data, discuss, and maintain a compelling scoreboard.

This data-driven approach informs the development of strategies and interventions, which are further refined through feedback from education partners including the Parent Advisory Council (PAC) and the Scholar Leadership Council (SLC). The school continues building on partnership work started with Learner Centered Collaborative, Core Strengths, Covey and other organizations to provide professional development and coaching to all leadership and staff to support the development and implementation of goals addressing our reason for CSI eligibility. These efforts should contribute to an increased graduation rate. The school also is increasing resources that focus on mental health by partnering with more community organizations and mental health professionals to offer services and training, fostering a culture of well-being and resilience, which will also positively impact our graduation rate.

Resource Inequities
Addressing inequities is central to Compass's strategy for improving graduation rates. The school recognizes the need to support scholars who face additional barriers, such as those from marginalized communities or those experiencing mental health challenges. To tackle these disparities, Compass implements a Multi-Tiered System of Supports (MTSS) framework that includes school counseling support, tutoring programs, comprehensive data tracking, and personalized learning plans based on diagnostic assessments. Additionally, Compass will partner with a mental health care coordination team to bridge the gap to available providers and navigate the mental health care system. These approaches help identify students at risk of not graduating and provide targeted support through tier 2 and tier 3 interventions.

Compass continues to refine a Positive Behavior Interventions and Support (PBIS) model that rewards scholar engagement and improvement, contributing to academic achievement and school-wide recognition. Through active partnerships with families and regular parent workshops, Compass ensures that all scholars have the support they need to succeed and graduate on time.

Lastly, to help ensure resource equity, Compass is launching a new Chromebook initiative, with the ultimate goal of every scholar having a functional and responsive Chromebook to access content, resources and staff support. Starting in SY 24-25, IT has been assigning a new chromebook (or similar device) to all new scholars upon enrollment, and currently is continuing to work towards the goal of getting similar devices in the hands of all scholars. Currently about 28% of scholars have a chromebook, and the goal is to achieve 100% in 25-26 SY.

Scholars without a Compass issued chromebook still can access resources, curriculum and staff, as another 48% have an alternative device issued by Compass, and the remaining 24% are using a working personal device.

Monitoring and Evaluating Effectiveness

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

Compass Charter Schools of San Diego (Compass) will monitor and evaluate the implementation of the Comprehensive Support and Improvement (CSI) plan to support scholars and school-wide improvement, aiming to achieve a graduation rate of 73%. This goal will eliminate Compass from being identified as a CSI school for low graduation rates.

The school will leverage its partnership work with the capacity building organizations mentioned above and with internal personalized growth plans, to help evaluate our instructional leadership efficacy and performance.
To ensure inclusive monitoring, Compass will hold various Leadership Team meetings to review collected data, including comprehensive annual surveys and monthly Town Halls for updates and Q&A sessions with the Superintendent. Academic progress will be regularly reviewed, with students identified as on-watch or needing intervention based on assessment scores and curriculum progress. Additionally, monthly leadership council meetings led by scholars, learning coaches (parents), and staff will be conducted to examine data, propose initiatives, and receive feedback. Staff will have access to a Graduation Cohort report, detailing the progress of scholars towards graduation. Compass will continue integrating new data systems, such as Abre and Parsec to identify organizational and individual scholar strengths and weaknesses, informing school strategy and interventions. Scholars who leave Compass before graduating will receive support in transitioning to another educational environment, ensuring they continue their education. The refined Multi-Tiered System of Supports (MTSS) framework, supported by the AVID mindset and a comprehensive school counseling program, will invite scholars needing Tier 2 or Tier 3 support to tutoring sessions for addressing skill gaps in math and reading. Diagnostic assessments and observations by instructional staff and learning coaches will determine eligibility for these supports. Progress will be monitored regularly, with the effectiveness determined by course progress and improvements on assessments.
As a result of these interventions, the graduation rate for all scholars increased to 63.8% in 2022, 61% in 2023, and 65.5% in 2024. Socioeconomically disadvantaged scholars graduated at a rate of 71% in 2022, 51% in 2023, and 60.5% in 2024. These efforts have previously led to increased graduation rates, and with continued implementation, Compass aims to reach and sustain the 73% graduation rate goal. Ultimately, in terms of satisfying the CSI plan goals, when the CDE dashboard shows Compass with a graduation rate equal to, or greater than, 68%, we will know our plan and its execution has been successful.

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
Board of Directors	Board of Directors - Compass Charter Schools is governed by a California nonprofit public-benefit corporation and has an independent Board of Directors who meet six times per year to oversee the school's management, operation, activities, and affairs. The Board of Directors defines, composes, and revises (as needed) the policies of the school and ensures compliance with its agreements and applicable laws and regulations. In earlier meetings, there was discussion on the importance of designing Annual Survey questions to best capture valuable insights from parents and scholars. The members also reviewed the Mid-year LCAP presentation, which outlined goals of enhancing engagement and academic achievement. Later sessions revolved around analyzing data results from the Annual Survey to gain a better understanding of what scholars, parents, and staff valued and what they thought needed improving. These discussions helped in refining final goals for the LCAP.
Administrators	All Leadership Meeting - This meeting gathers the cabinet members and directors of each department and meets on a monthly basis. The team tackles projects and issues that affect all internal departments including Finance, HR, Operations, Academic Programs and Support, Finance, HR, Operations, and IT.

Educational Partner(s)	Process for Engagement
	During several meetings, the creation and update of the Mid-year LCAP and final LCAP were discussed and included LCAP expenditures, data review, goal proposal, funding allocations, contracts review, and metrics alignment. The Leadership Team also met on additional occasions regarding the Annual survey. All Management Team meeting - The CCS Management team meets monthly and is made up of our Directors, Coordinators, and Managers. The meeting's purpose is to develop leadership, build trust within the organization, and improve communication and consistency in our organization. Throughout the year, this group actively participated in Covey 4 Essential Roles of Leadership sessions, followed by collaborative exercises in small focus groups to foster camaraderie and strengthen connections between departments. Additionally, the team has sessions dedicated to creating, reviewing, and updating information related to scholar achievement goals, school culture, Annual Survey and the LCAP.
Teachers and other school personnel	Town Hall Meetings - This meeting is held monthly for all employees and serves as a platform to dispense information regarding our school's performance, organizational goals, structural changes, and scholar program updates. Once per quarter, the topics focus on data received from the California School Dashboard, CALPADS, DataQuest, and other reporting systems. Time is allotted for staff to share achievements and to bring forward ideas for improvements. Annual Survey - Compass Charter Schools sent out an Annual Survey in February that collected staff members' thoughts and feedback. More than 75% of staff responded to the survey. Personnel were asked to rate the importance of academic achievement, college preparedness, community involvement, school culture, parent involvement, scholar engagement, and positive mental health. There were also questions about collaboration and trust between peers, teams, departments, and administrators, as well as questions regarding the effectiveness of internal processes and software

Educational Partner(s)	Process for Engagement
	systems. The final portion asked their opinion about the four goals of the LCAP plan. Annual conference - The school holds an annual, in person conference for all staff that offers employees a dedicated time and space away from the usual work environment to focus on LCAP goals, strategic planning, skill development, team building, and employee engagement. The conference also provides meeting time between Board members and management teams.
Parents	Parent Advisory Council - The Parent Advisory Council serves to provide parent assessment on school policies and procedures at CCS, and to ensure that they are consistent with its Mission, Vision, and Values. They meet bi-monthly during the school year. During these meetings, the Parent Advisory Council members formulated strategies for recruiting parents to join the PAC. They brainstormed ways to boost participation in state testing, and established connections to the District English Learner Advisory Committee. The Superintendent provided an overview of the LCAP and solicited feedback from the group. Members also played a role in shaping the Annual Survey by reviewing questions from previous Annual Surveys, and by making updates to existing questions and creating new topics to explore. After the Annual Survey ran, participants engaged in discussion regarding results and explored ideas for future goals and initiatives. Annual Survey - Compass Charter Schools sent out an Annual Survey in February that collected parents' thoughts and feedback. Over 425 parents responded to the survey, submitting answers to questions about the quality of teaching, curriculum, hours spent on school work and study, and parent communication methods. Parents were also asked to rate the importance of academic achievement, college preparedness, community involvement, parent involvement, school culture, scholar engagement, and positive mental health. The final portion asked their opinion about the four goals of the LCAP plan.

Educational Partner(s)	Process for Engagement
	Parent Suggestion Box - The Parent Suggestion box is a form that parents can fill out to make suggestions or share ideas they have to make Compass Charter Schools better for its scholars, families, and staff. Suggestions that are submitted are reviewed by the Parent Advisory Council.
Scholars	Scholar Leadership Council - The Scholar Leadership Council is made up of 10 - 20 scholars who provide scholar feedback on school policies and procedures at Compass Charter Schools to ensure that they are consistent with its Mission, Vision, and Values. They meet monthly during the school year. During this school year, scholars provided and refined survey questions for the Annual Survey, ensuring that the questions resonated with scholars across all grade levels and accurately captured their feedback. They determined goals for the number of council members and increased participation in council meetings. In addition, they talked about results from the Annual Survey and shared their feedback on the data presented. Annual Survey - Compass Charter Schools sent out an Annual Survey in February that collected scholars' thoughts and feedback, and 437 scholars responded to the survey. They submitted answers to questions about the quality of teaching, live synchronous instruction, hours spent on schoolwork and study, and scholar communication methods. Scholars were also asked to rate the importance of academic achievement, college preparedness, community involvement, parent involvement, school culture, scholar engagement, and positive mental health. The final portion asked their opinion about the four goals of the LCAP plan. Scholar Suggestion Box - The Scholar Suggestion box is a form that scholars can fill out to make suggestions or share their ideas to make Compass Charter Schools better for its scholars, families, and staff. Suggestions that are submitted are reviewed and discussed by the Scholar leadership Council.

Educational Partner(s)	Process for Engagement

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

The Local Control and Accountability Plan (LCAP) at Compass Charter Schools was significantly influenced by feedback from various stakeholders, gathered through multiple structured interactions and surveys. Here's an overview of how this feedback shaped the LCAP:

Board of Directors
Survey Design and Data Analysis: The Board emphasized the importance of designing Annual Survey questions to extract meaningful insights from parents and scholars. They reviewed mid-year LCAP presentations and data from these surveys to understand the priorities and areas for improvement, which informed the final LCAP goals.
Goal Refinement: Discussions and analyses of the survey data during Board meetings led to a refinement of the LCAP goals, ensuring they aligned with the needs and preferences of the school community.

All Leadership Meetings
LCAP Expenditures and Metrics: Leadership meetings focused on the creation and updates of the mid-year and final LCAP. Discussions included reviewing LCAP expenditures, funding allocations, and goal proposals, as well as ensuring metrics alignment with the LCAP objectives.
Survey Feedback Integration: The Leadership Team reviewed data from the Annual Survey in these meetings, ensuring that the feedback collected was used to guide decisions and updates to the LCAP.

All Management Team Meetings
Collaborative Goal Setting: Management meetings included sessions on scholar achievement goals, school culture, and the Annual Survey. Feedback from these meetings was used to update the LCAP, fostering a collaborative approach to goal setting and policy development.
Trust and Communication: The team participated in Covey 4ERLS sessions to build trust and improve communication, which helped in creating a more cohesive plan that considered diverse departmental insights.

Town Hall Meetings
Open Feedback and Improvement Ideas: Town Hall meetings provided a platform for all employees to discuss the school’s performance, share achievements, and propose improvements. Quarterly topics included data from various reporting systems, which fed into the LCAP refinement process.
Staff Contributions: These meetings allowed staff to bring forward ideas for improvements, which were considered in the LCAP updates.

Annual Survey
Comprehensive Feedback Collection: The Annual Survey, with a high response rate from staff, collected detailed feedback on academic achievement, college preparedness, school culture, and other areas. This feedback directly influenced the LCAP by highlighting the priorities and concerns of the staff.
Evaluation of Goals: The survey included questions about the four goals of the LCAP plan, enabling the school to adjust these goals based on staff input.

Conference
Focused Planning and Team Building: The annual conference provided a dedicated time for strategic planning, skill development, and team building. Feedback and discussions from the Retreat sessions, including interactions between Board members and management teams, played a critical role in shaping the LCAP.

Through these structured interactions and feedback mechanisms, Compass Charter Schools ensured that the LCAP is responsive to the needs and priorities of its education partners, thereby enhancing engagement, academic achievement, and overall school improvement.

Goals and Actions

Goal

Goal #	Description	Type of Goal
1	Increase scholar academic achievement in core academic subjects.	Broad Goal

State Priorities addressed by this goal.

Priority 1: Basic (Conditions of Learning)
Priority 2: State Standards (Conditions of Learning)
Priority 4: Pupil Achievement (Pupil Outcomes)
Priority 7: Course Access (Conditions of Learning)

An explanation of why the LEA has developed this goal.

To ensure all scholars are achieving at grade level and mastering the state standards through a personalized learning plan as measured by state and local assessments.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1.1	% of teachers who are appropriately credentialed and assigned according to the SARC	2020-2021 100%	2022-23 97.7%		100%	-2.3%
1.2	% of students who have access to standards-aligned instructional materials according to the Williams' Textbook Sufficiency Report	Sufficient	Sufficient		Sufficient	No difference
1.3	Facilities in "Good" Repair as Measured by Facility Inspection Tool (FIT)	Good	Good		Exemplary	No Difference

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1.4	Implementation of State Standards ranking of 4 or higher on the Local Indicator self-reflection tool in each core curricular area	4 in all subjects	5 in all subjects		5 in all subjects	
1.5	CAASPP ELA % of students in grades 3-8 and 11 who meet or exceed standards in ELA CAASPP.	Schoolwide SBAC ELA (3-8) 48% SBAC ELA (11) 53% SED SBAC ELA (3-8) 36% SBAC ELA (11) 57% SpEd SBAC ELA (3-8) 44% SBAC ELA (11) 40% EL SBAC ELA (ALL GRADES) 10% Homeless SBAC ELA (3-8) 17% SBAC ELA (11) 67%	Schoolwide SBAC ELA (3-8) 46% SBAC ELA (11) 52% SED SBAC ELA (3-8) 41% SBAC ELA (11) 43% SpEd SBAC ELA (3-8) 29% SBAC ELA (11) 0% EL SBAC ELA (ALL GRADES) 12% Homeless SBAC ELA (3-8) 38% SBAC ELA (11) 38%		Schoolwide SBAC ELA (3-8) 60% SBAC ELA (11) 60% SED SBAC ELA (3-8) 60% SBAC ELA (11) 60% SpEd SBAC ELA (3-8) 60% SBAC ELA (11) 60% EL SBAC ELA (3-8) 60% SBAC ELA (11) 60% Homeless SBAC ELA (3-8) 60% SBAC ELA (11) 60%	Schoolwide SBAC ELA (3-8) -2% SBAC ELA (11) -1% SED SBAC ELA (3-8) +5% SBAC ELA (11) -14% SpEd SBAC ELA (3-8) -15% SBAC ELA (11) -40% EL SBAC ELA (ALL GRADES) +2% Homeless SBAC ELA (3-8) SBAC ELA (11)

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1.6	CAASPP Math % of students in grades 3-8 and 11 who meet or exceed standards in Math CAASPP.	Schoolwide SBAC Math (3-8) 27% SBAC Math (11) 13% SED SBAC Math (3-8) 17% SBAC Math (11) 19% SpEd SBAC Math (3-8) 30% SBAC Math (11) 0% EL SBAC Math (all grades) 5% Homeless SBAC Math (3-8) 6% SBAC Math (11) 22%	Schoolwide SBAC Math (3-8) 31% SBAC Math (11) 19% SED SBAC Math (3-8) 25% SBAC Math (11) 19% SpEd SBAC Math (3-8) 29% SBAC Math (11) 0% EL SBAC Math (all grades) 3% Homeless SBAC Math (3-8) 21% SBAC Math (11) 17%		Schoolwide SBAC Math (3-8) 50% SBAC Math (11) 50% SED SBAC Math (3-8) 50% SBAC Math (11) 50% SpEd SBAC Math (3-8) 50% SBAC Math (11) 50% EL SBAC Math (all grades) 50% Homeless SBAC Math (3-8) 50% SBAC Math (11) 50%	Schoolwide SBAC Math (3-8) +4% SBAC Math (11) +6% SED SBAC Math (3-8) +8% SBAC Math (11) = SpEd SBAC Math (3-8) -1% SBAC Math (11) = EL SBAC Math (all grades) -2% Homeless SBAC Math (3-8) +15% SBAC Math (11) -5%
1.7	CAASPP Participation rate	ELA 89% Math 89%	ELA 91% Math 91%		ELA 95% Math 95%	ELA +2 Math +2
1.8	Percentage of English Learner who made progress toward English Proficiency measured by ELPAC	64% making progress	31% making progress		60% making progress	-33%

Powered by BoardOnTrack

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1.9	EL Reclassification Rate	23%	14%		50%	-9%
1.10	CAST	Schoolwide CAST 30% SED CAST 19%	Schoolwide CAST 34% SED CAST 34%		Schoolwide CAST 40% SED CAST 40%	Schoolwide CAST +4% SED CAST +15%
1.11	Percent of scholars at/ above grade level Spring STAR ELA assessments Grades 3-8 and Grade 11	Grades 3-8 58% “At/Above Grade-level” Grade 11 56% “At/Above Grade-level”	Grades 3-8 63.2% “At/Above Grade-level” Grade 11 65.9% “At/Above Grade-level”		Grades 3-8 60% “At/Above Grade-level” Grade 11 60% “At/Above Grade-level”	Grades 3-8 +5.2% “At/Above Grade-level” Grade 11 +9.9% “At/Above Grade-level”
1.12	Percent of scholars demonstrating growth on Spring STAR ELA assessments Grades 3-8 and Grade 11	Grades 3-8 65% Demonstrated growth Grade 11 61% Demonstrated growth	Grades 3-8 62.8% Demonstrated growth Grade 11 78.8% Demonstrated growth		Grades 3-8 60% Demonstrated growth Grade 11 60% Demonstrated growth	Grades 3-8 -2.2% “At/Above Grade-level” Grade 11 +17.8% “At/Above Grade-level”
1.13	Percent of scholars at/ above grade level Spring STAR Math assessments Grades 3-8 and Grade 11	Grades 3-8 34% “At/Above Grade-level” Grade 11 12% “At/Above Grade-level”	Grades 3-8 56.0% “At/Above Grade-level” Grade 11 65.0% “At/Above Grade-level”		Grades 3-8 60% “At/Above Grade-level” Grade 11 60% “At/Above Grade-level”	Grades 3-8 +22% “At/Above Grade-level” Grade 11 +53% “At/Above Grade-level”

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1.14	Percent of scholars demonstrating growth on Spring STAR Math assessments Grades 3-8 and Grade 11	Grades 3-8 62% Demonstrated growth Grade 11 54% Demonstrated growth	Grades 3-8 50.7% Demonstrated growth Grade 11 75.8% Demonstrated growth		Grades 3-8 60% Demonstrated growth Grade 11 60% Demonstrated growth	Grades 3-8 -11.3% “At/Above Grade-level” Grade 11 +21.8% “At/Above Grade-level”

Goal Analysis [2024-25]

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.

Overall Implementation:
The implementation of services for English Learners (EL), Socioeconomically Disadvantaged (SED), Homeless, and Foster Youth scholars at the school was largely aligned with the original plan. Each scholar was assigned a highly qualified, appropriately credentialed supervising teacher (ST) with a maximum caseload of 25, who developed and supported a personalized learning plan (PLP) using standards-aligned instructional materials. This caseload is less than the originally planned caseload of 28 to ensure adequate services. EL scholars received targeted language acquisition instruction through interactive English Language Development (ELD) programs such as Lexia and NearPod EL, and all unduplicated scholars had access to the necessary curriculum and supplemental resources.
Instructional Coaches (ICs) and EL staff provided ongoing professional learning focused on ELD integration, instructional differentiation, and effective use of supplemental materials. Observations of integrated ELD strategies were recorded and reviewed through shared spreadsheets, allowing the EL Coordinator and instructional leadership to track implementation across classrooms. EL tutors utilized bite-sized professional development resources designed collaboratively by the EL and Assessment Coordinators, and tutoring was supplemented by live sessions, asynchronous support, and Skills Bootcamps.
The school also implemented targeted interventions and monitoring through MTSS structures, supported 504 scholars with tailored instruction, and provided TeachTown and other curriculum enhancements for scholars with special needs. All unduplicated scholars in grades K–8 were invited to a summer session regardless of benchmark status, contributing to increased services.
Substantive Differences Between Planned and Actual Implementation:
Observation Scope: Although the use of integrated ELD strategies was planned and observed by ICs, only about one-third of staff were observed due to capacity limits. To address this, the EL team suggested expanding observation responsibilities to include coordinators using a standardized template.

Asynchronous Support Expansion: A new mid-year addition included optional asynchronous support (recorded lessons, NearPod activities) for “On Watch” scholars in Spring 2024–25, which was not originally part of the implementation plan.

Enhanced Intervention Tracking: Initial plans did not specify the level of follow-up now being conducted for scholars attending sessions but still in need of additional support—this deeper analysis is a newly added step based on ongoing data review.

Challenges:
Limited observation capacity among ICs restricted the ability to fully monitor ELD integration schoolwide, potentially leading to gaps in feedback and strategy refinement.

Ensuring all targeted scholars RSVP and attend intervention sessions required additional outreach and follow-up, suggesting a challenge in consistent engagement.

Successes:
Academic gains were notable among 504 scholars, with a 14% increase in grade-level proficiency for both Math and Reading compared to the prior year.

32% of intervention scholars tested out of needing support by mid-year, showing effective impact of interventions.

Strong coordination between EL and Assessment teams led to the creation of useful, teacher-friendly ELD resources, which were actively used in live tutoring sessions.

The MTSS Bulletin and Skills Bootcamp demonstrated proactive engagement and outreach to scholars and families, promoting academic growth and a growth mindset culture.

Strategic efforts to increase state assessment participation, particularly among African American families, showed a strong equity-focused initiative to improve CAASPP outcomes and mitigate potential funding penalties.

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 amount budgeted for staffing in goal 1.1 exceeded the original planned amount due to an increase in staff to accommodate a lower caseload of 25 for each teacher.
The amount budget for standards-aligned instructional materials in goal 1.2 exceeded the original planned amount due to increase in need for materials with the increase in enrollment.

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

The actions implemented to support EL, SED, Homeless, and Foster Youth scholars have proven largely effective in advancing progress toward the goal of increasing equitable access to high-quality instruction and academic support.

Assigning each scholar a supervising teacher with a caseload cap of 28 and ensuring access to personalized learning plans and standards-aligned materials has provided a strong foundation for individualized support. This structure has been especially impactful for scholars with specialized needs, including ELs and 504-designated students. For instance, academic growth among 504 scholars has been significant, with a 14% increase in both ELA and Math proficiency rates from the beginning to the middle of the school year, indicating the effectiveness of tailored instructional support.

The integration of targeted language acquisition strategies through platforms like Lexia and NearPod EL, combined with a professional learning plan focused on ELD integration, has contributed to increased instructional coherence. Instructional Coaches' documentation of integrated ELD strategies—although currently limited to a subset of staff—has provided valuable insight into the most effective practices, helping to inform ongoing teacher development. The addition of asynchronous supports for "On Watch" scholars in Spring 2024–25 further enhances access to intervention resources and reflects an adaptive response to evolving student needs.

Tutoring initiatives, including the Skills Bootcamp and live session support, have also shown early success. For example, 32% of scholars receiving intervention support have tested out of the need for continued services—an increase from the beginning of the year. The high participation rate (1,051 sessions in LP2) is further evidence of the program’s reach and impact. Moreover, the collaboration between instructional leaders, tutors, and the EL and Assessment Coordinators has ensured that interventions are data-driven and aligned to scholars’ specific learning needs.

However, some challenges remain. The limited reach of formal observations has made it difficult to ensure consistent implementation of integrated ELD strategies schoolwide. Expanding observation responsibilities to include coordinators would help address this gap. Additionally, ongoing efforts are needed to increase participation in state assessments, particularly among African American scholars, to improve CAASPP outcomes and maintain program funding.

The CAASPP participation rate for Scholars with special needs increased from 77% to 80% which continues to be low. The Special Education Department will continue to work with families to remove barriers to participation to reduce the LOSS penalty. Scholars who qualify to take the CAA will be provided with the resources necessary to participate.

In summary, the majority of actions have been effective in improving academic outcomes, increasing engagement with support services, and building capacity among staff to meet the needs of unduplicated scholars. Continued refinement and expansion of these actions will further strengthen progress toward achieving the goal.

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.

Several adjustments and enhancements were made to the original goal to better meet the needs of EL, SED, Homeless, and Foster Youth scholars as implementation progressed. These changes reflect a responsive and data-informed approach to improving outcomes for unduplicated student groups:

1. Expansion of Support Modalities:

Original Plan Focused on live, synchronous support through tutoring and instructional interventions.
Change: Added asynchronous support options beginning Spring 2024–25 for “On Watch” scholars, including recorded lessons and NearPod activities. This expanded access to intervention resources beyond scheduled live sessions.

2. Observation and Coaching Adjustments:

Original Plan: Instructional Coaches (ICs) were responsible for monitoring the implementation of integrated ELD strategies.
Change: It became evident that ICs could only observe about one-third of the staff annually. As a result, the school identified the need to **develop a standardized observation tool for coordinators** to increase monitoring and ensure more consistent implementation of integrated ELD across all staff.

3. Intervention Identification and Monitoring Enhancements:

Original Plan: Focused on identifying scholars in need of support based on benchmark data and assigning them to tutoring.
Change: The process evolved to include deeper monitoring of scholars who were attending sessions but still underperforming, allowing for tailored support adjustments. Tutors and RS staff began reviewing attendance alongside performance data to make more nuanced instructional decisions.

4. Improved Professional Learning Resources:

Original Plan: General professional development on ELD strategies.
Change: Weekly collaboration between the Assessment and EL Coordinators led to the creation of bite-sized, teacher-friendly resources that were immediately applicable in instruction and tutoring, increasing teacher uptake and effectiveness.

5. Refined Family and Scholar Engagement Strategies:

Original Plan: Standard intervention and assessment participation outreach.
Change: Implementation of a targeted incentive plan focused on increasing state assessment participation rates, with a special emphasis on outreach to African American families to address achievement disparities and protect funding under the CAASPP system.

6. Inclusive Summer Support Expansion:

Original Plan: Summer session eligibility was based on benchmark criteria.
Change: The summer session was opened to all unduplicated scholars in grades K–8, regardless of academic performance, increasing equity in access to additional learning time and contributing toward the LEA's increased services requirement.

7. Lower teacher caseloads
Original plan: 28:1
Change: New caseloads of 25:1 will allow teachers more time to focus on scholas who need additional support.
These changes reflect a more adaptive and equity-focused implementation of the original goal, designed to better support diverse learner needs and improve both academic and engagement outcomes. Would you like this presented in a table or bulleted comparison format?

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
1.1	Credentialed teachers	All EL, SED, Homeless and Foster youth scholars will be assigned a supervising teacher who has the appropriate credentials. Each scholar is assigned a highly qualified teacher who has a maximum caseload of 25 scholars and provides a personalized learning plan customized to meet their unique needs.	$4,841,239.00	Yes
1.2	Standards-aligned instructional materials	All scholars receive standards-aligned instructional materials. All EL, SED, Homeless and Foster youth scholars have access to standards aligned instructional materials that support their personalized learning plan	$1,264,530.00	No
1.3	ELD Materials	EL scholars will have access to ELD standards-based curriculum and materials including Lexia and NearPod English Learner Program (NearPod EL). Provide targeted language acquisition instruction through an	$142,379.00	Yes

Action #	Title	Description	Total Funds	Contributing
		interactive ELD curriculum that models strategies for Emergent Multilingual Scholars (EMS) to master phonemic awareness, spelling, academic vocabulary, reading comprehension, fluency, and writing.		
1.4	Professional Development for staff serving EL scholars	Provide access to professional development that includes grade level curriculum training, instructional strategies for teaching state standards, effective use of supplemental materials, differentiating instruction to help EMS and LTELS build a conceptual understanding of content and transfer learning to new contexts. Provide professional learning opportunities and resources for teachers on effective strategies for integrating ELD into core content.	$1,812.00	Yes
1.5	MTSS Supports	All scholars will be supported through a Multi-Tiered System of Supports (MTSS) framework. Scholars who are identified as needing Tier 2 and Tier 3 levels of support based on STAR reading and Math assessments will have access to intervention from support staff including Freckle, Intervention Tutoring, Resource Specialists, and IXL. In addition, beginning in the 2025–26 school year, CCS will implement Amira Learning as an adaptive reading screener to proactively identify reading difficulties in K–2 scholars. This implementation aligns with California's new statewide requirement for all schools to administer a state-approved reading difficulties screener starting in the 2025–26 school year. To ensure effective use of the Amira platform, teachers will participate in grant-funded professional learning focused on interpreting results, informing instructional decisions, and supporting early literacy development within the MTSS framework at CCS. We will also be using UPchieve to provide on-demand, 24/7 tutoring for all scholars in grades 6–12. This platform offers content-specific academic support whenever students need it.	$79,659.00	Yes
1.7	Increased participation on state assessments	The school will implement an incentive plan to increase the participation rates on state assessments to avoid future LOSS penalties with a focus on African American families in order to increase scores on the CAASPP ELA and Math assessments.	$7,182.00	No

Action #	Title	Description	Total Funds	Contributing
1.9	Support for scholars with special needs	Provide scholars with special needs curriculum resources and programs to support increased proficiency on ELA and Math CAASPP and CAA. The school will provide the TeachTown curriculum to scholars with special needs who will benefit from the program.	$21,684.00	No
1.10	Professional Development on serving scholars with special needs	Provide Supervising Teachers, Education Specialists and Learning Coaches with training on accommodations and modifications to provide equal access to testing.	$2,000.00	No
1.11	Summer School Interventions	All unduplicated scholars will be invited to this summer session in grades K-8 regardless of benchmark criteria (counts towards increase in services)	$14,127.00	Yes

Goals and Actions

Goal

Goal #	Description	Type of Goal
2	Increase scholar and parent engagement and involvement.	Broad Goal

State Priorities addressed by this goal.

Priority 3: Parental Involvement (Engagement)
Priority 5: Pupil Engagement (Engagement)
Priority 6: School Climate (Engagement)

An explanation of why the LEA has developed this goal.

Scholar and parent engagement is critical to scholar success, especially in a virtual environment. Parents provide a nurturing learning environment in the home and work closely with credentialed teachers to ensure that each scholar is learning in the way that is best for them. High levels of engagement lead to high levels of attendance, progress, and retention.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
2.1	Annual Survey participation	Parent goal was 982. If that was 60% of eligible, the total was 1637. 479 responded for 29% Scholar goal was 521. If that was 60% of scholars, the total was 2535. 394 responded: 16%. Staff goal was 185. If that was 90%, total staff was 106. 146 responded for 71%	Parent goal was 908 out of total of 1514. 426 out participated, for 28%, Scholar goal was 1406 out of total 2,341. 401 unique scholars participated for 17%. Staff goal was 185 out of total 207.		90% staff participation 60% Scholar participation 60% Parent/ LC participation	Staff participation: +13% Parent participation: 0 Scholar participation:-1%

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
			167 participated for 8I%.			
2.2	% of students reporting on the school climate survey that they feel safe at school	77%	99%		80%	+22%
2.3	Building Relationships Between School Staff and Families rating on the Local Indicators	4 or 5 in all areas	4 or 5 in all areas		5 in all areas	0
2.4	Building Partnerships for Student Outcomes rating on the Local Indicators	4 or 5 in all areas	4 or 5 in all areas		5 in all areas	0
2.5	Seeking Input for Decision-Making rating on the Local Indicators	4 or 5 in all areas	4 or 5 in all areas		5 in all areas	0
2.6	Attendance Rates	95%	95%		>90%	0

Goal Analysis [2024-25]

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.

Overall Implementation Summary: 2024–25 School Year

Compass Charter Schools implemented a broad range of initiatives aligned to LCAP goals to improve technology access, increase stakeholder engagement, and expand academic and mental health supports for scholars—especially for unduplicated student groups (EL, SED, Homeless, Foster Youth). While most planned actions were fully implemented, some refinements and adaptive changes emerged in response to ongoing needs. Below is a synthesis of key implementation areas, substantive differences, challenges, and successes:

Key Actions Implemented

1. Stakeholder Engagement

Distributed the annual LCAP survey in March 2025:

* Parent participation decreased** from 479 (2023–24) to 426.
* Scholar participation increased** from 394 to 438.
* Staff participation increased** from 167 to 185.

* Operated Parent Advisory Council (5 meetings) and Scholar Leadership Council (9 meetings); both provided regular input to the Board.
* Learning Coach Academy held weekly, covering diverse topics with consistently high satisfaction ratings.

2. Technology & Infrastructure

* Chromebook distribution:

* CCS SD: 255 devices (needs 496 more for 1:1 goal)
* CCS LA: 391 devices (needs 608 more for 1:1 goal)
* CCS Yolo: 128 devices (needs 262 more for 1:1 goal)
* Overall, device issues and CAASPP-related tech tickets **decreased by over 25%**.
* **Security Upgrades**:

* Migrated to **Checkpoint** for email security and **ManagedMethods** for web filtering (increased scholar safety and early identification of crisis behaviors).
* All staff and scholars now protected with **multi-factor authentication (MFA)** via Clever.
* Adopted **SysCloud** for data backup and upgraded Google Workspace to **Education Plus**.

3. English Learner Support

* *EL tutoring participation rose to 54%, a 2% gain from the previous year.
* 25% of EM scholars attending 50%+ of tutoring sessions advanced at least one benchmark level.
* Established infrastructure for **ELAC participation tracking** to improve family engagement.

4. Mental Health & Wellness

* Developed a **Mental Health Resource Mapping Guide** with SDCOE.
* Maintained active participation in **CYBHI Consortium** and **COPES suicide prevention initiative**.
* Referred **36 scholars** to mental health services via **Care Solace** (top concerns: anxiety, trauma, depression).
* Used **SAEBRS universal screener** schoolwide for early identification of social-emotional needs.

5. Scholar Engagement & Enrichment

* Engagement opportunities included **field trips**, **community service**, **virtual workshops**, and **scholar-led clubs**.
* Overall satisfaction rate: **98%**; **25% increase in scholar engagement** year-over-year.
* Continued leadership of the **NAMI On Campus High School Club** for mental health awareness and peer support.

Substantive Differences and Mid-Year Additions

* EL tutoring saw improved attendance and progress, though the data collection and reporting infrastructure is still being refined.
* ManagedMethods filtering and crisis alerting replaced a previously device-limited system, broadening coverage across home environments.
* Asynchronous EL supports and expanded LCA topics were added mid-year in response to family and scholar needs.
* Scholar Leadership Council aimed for 80% attendance, but only reached 50%, indicating a gap in consistent engagement despite growth in membership.

Challenges Encountered

* Decline in parent survey participation despite ongoing outreach.
* Gaps in engagement remain among Homeless (20%) and EL (16%) scholars in enrichment opportunities.
* Full implementation of 1:1 Chromebook access remains a goal, contingent on future budget allocation (\$148K–\$200K per region).
* Some schoolwide participation metrics (e.g., CAASPP for SPED) remain below target; sustained outreach is needed.

Successes Achieved

* Scholar tech access expanded significantly, reducing barriers and support needs during testing.
* Improved EL progress and tutoring attendance rates show academic growth for targeted scholars.
* High satisfaction and engagement with Learning Coach Academy and enrichment offerings.
* Expanded safety infrastructure and improved coordination of mental health interventions.
* Increased staff and scholar participation in LCAP feedback processes.

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 amount budget for Technology access for SED Scholars in goal 2.2 exceeded the original planned amount due to 1 to 1 technology initiative.

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

The majority of actions were effective or showed clear progress in meeting the goal of equitable access and support. Actions with strong implementation—especially around technology, mental health, EL support, and engagement—are yielding tangible academic and well-being outcomes. Areas needing further development include parent engagement (especially among EL families), testing participation among SPED scholars, and consistent implementation of scholar voice structures like the leadership council.

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.

Description of Changes for the Coming Year Based on Reflections on Prior Practice

As part of the annual review and reflection process, Compass Charter Schools identified several areas where adjustments were needed to better align goals, metrics, and actions with scholar needs and operational realities. The following changes were made for the coming school year (2025–26) based on lessons learned and performance outcomes from 2024–25:

Changes to Actions
Expansion of Observation Protocols for ELD Implementation
Change: Integrated ELD strategies will now be observed not only by Instructional Coaches but also by site Coordinators using a shared observation template.
Why: Current observations covered only 1/3 of staff; expanding the scope ensures broader implementation fidelity and more actionable feedback.

Addition of Asynchronous Supports for “On Watch” Scholars
Change: Optional recorded lessons and NearPod activities will be built into intervention offerings for scholars flagged for academic monitoring.
Why: Midyear data showed positive responses to flexible learning supports, prompting a formal inclusion in the next year’s action plan.

New Outreach Strategies to Boost CAASPP Participation (Especially Among SPED Scholars)
Change: The Special Education Department will implement targeted family outreach and accommodation planning to increase state assessment participation.
Why: Participation rates, although improved, remain below desired thresholds and risk triggering LOSS penalties.

Enhanced ELAC Support and Meeting Tracking
Change: A structured tracking system for ELAC meeting frequency and consistency will be implemented.

Why: Ensures compliance and helps build stronger engagement among families of English Learners, an area identified as under-engaged.

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
2.1	Annual Survey	Provide an annual survey to all staff, scholars, and families to ensure that all education partners are heard. Utilize the results of the survey to guide school actions and goals. Analyze survey participation data by subgroup to ensure that we are hearing from all groups.	$3,591.00	No
2.2	Technology Access for SED scholars	Ensure 1:1 technology access (e.g., Chromebooks and internet access support) for all SED scholars at enrollment.	$32,169.00	Yes
2.3	Safe Online Environment	Provide a safe, secure, and productive online environment for scholars by incorporating managed digital systems and services, cloud security, email security, and data security systems.	$12,927.00	No
2.4	ELAC	Strengthen parent engagement and support for Emergent Multilingual Scholars (EMS) by establishing and sustaining an English Learner Advisory Committee (ELAC) within each school.	$5,100.00	Yes
2.5	Parent and Scholar input	The parent Advisory Council will meet six times per year and will include representatives from a variety of sub-groups. A parent representative will also serve on the Board of Directors of the school. The scholar leadership council will meet nine times per year and will include scholars from multiple grade levels and backgrounds. These councils will provide reports to the Compass Board of Directors and will review data and goals that pertain to the LCAP throughout the year. The council has set a goal to expand its membership to 15 scholars and maintain an attendance rate of 80% by 2028.		No

Action #	Title	Description	Total Funds	Contributing
2.6	Learning Coach Academy	Compass will offer a Learning Coach Academy program that covers support topics of interest for learning coaches.		No
2.7	Scholar Engagement Activities	Compass will provide a variety of extracurricular activities, such as field trips, community service, virtual scholar workshops, scholar-led clubs, and end-of-year scholar celebrations. Offerings are held both in-person in a wide range of areas that we serve as well as online. All offerings are available to all scholars including SED, EL, Foster, and Homeless scholars. The school will use data systems to evaluate the participation of subgroups in engagement offerings to ensure that all scholars have equal access.	$53,875.00	Yes
2.8	Mental Health Supports	Increase access to mental health supports to bridge the gap between schools and mental healthcare providers, ensuring students and families have easy and equitable access to mental healthcare services. Establish a partnership with Care Solace to bridge the gap between schools and mental healthcare professionals.	$4,460.00	Yes

Goals and Actions

Goal

Goal #	Description	Type of Goal
3	Increase college and career readiness for scholars.	Broad Goal

State Priorities addressed by this goal.

Priority 4: Pupil Achievement (Pupil Outcomes)
Priority 5: Pupil Engagement (Engagement)
Priority 7: Course Access (Conditions of Learning)
Priority 8: Other Pupil Outcomes (Pupil Outcomes)

An explanation of why the LEA has developed this goal.

This goal ensures that high school scholars are equipped with the necessary skills and resources for success beyond graduation, whether they choose to pursue higher education or enter the workforce directly. Focusing on college and career readiness aligns with state and national standards, addresses achievement gaps, and contributes to community and economic development.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
3.1	% of students, including unduplicated pupils and students with disabilities, who have access to and are enrolled in a broad course of study.	100%	100%		100%	0
3.2	% of students prepared for college	25%	22%		50%	-3%
3.3	HS Graduation Rate	61% SED 69%	66% SED 61%		>75%	+5% SED -8%
3.4	a-g completion	12%	15%		50%	50% +3%

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
3.5	CTE Pathway Completion	0	0		10%	0
3.6	Both CTE & a-g Completion	0	0		10%	0
3.7	College credit courses completed	12%	18%		50%	+6%
3.8	%of graduates earning a Golden State Seal Merit Diploma	29%	31%		35%	+2%

Goal Analysis [2024-25]

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.

Compass Charter Schools made substantial progress in implementing its college and career readiness initiatives during the 2024–25 school year. Efforts were largely aligned with planned actions, with a few adjustments made based on reflection, capacity, and evolving scholar needs. Below is a summary of implementation progress, substantive differences, challenges, and key successes:

Implemented Actions
1. Expansion of Concurrent Enrollment Program

Planned: Increase dual enrollment options for high school scholars.

Implemented: Successfully expanded concurrent enrollment with local community colleges, allowing scholars to earn college credit while in high school.

Inclusion Effort: Program expansion included scholars with IEPs, supporting individualized transition plans and postsecondary success.

Result: Broader access to early college and career technical education pathways across the scholar population.

2. Academic Counseling & Course Sequencing

Planned: Improve graduation tracking and course alignment.

Implemented: Counselors provided targeted academic advising and reviewed graduation progress during enrollment windows. Personalized scheduling supported both academic progression and postsecondary pathways.

Challenge: Some delays and scheduling complexities arose due to lack of official academic records for new enrollees.

3. Course Catalog Redesign & Equity in Access

Planned: Make course offerings more transparent and accessible.

Implemented: Course catalogs were fully revised to include:

Detailed descriptions

A–G and NCAA eligibility

Weighted GPA designations

Graduation requirement alignment

Support Materials: Pathway documents were developed to clarify course progression across subject areas.

Equity Focus: All scholars had access to multiple course levels, including remedial, honors, AP, and credit recovery.

4. Academic Strategy Support (ASU Bite-Sized Resources)

Planned: Provide teachers with ongoing instructional resources.

Implemented: High school teams accessed and reviewed ASU bite-sized resources biweekly.

Success: Effective use in online high school teams, with clear implementation tracked in observations.

Need for Improvement: Implementation consistency across all teams requires stronger coordination and lead teacher involvement.

5. AVID Program Strengthening

Planned: Integrate AVID strategies more deeply into instruction.

Implemented: Monthly AVID Site Team meetings, in-service training sessions, and focused PLC discussions occurred.

Cycle 1 Focus: Writing strategies supported by assessment data were prioritized from October to December.

Staff Collaboration: PLCs focused on integrating AVID practices into Learning Labs.

6. RAMP Designation Efforts

Planned: Align counseling services to the ASCA National Model.

Implemented:

CCS San Diego received RAMP designation (January 2025).

RAMP application submitted for additional sites (October 2024), with designation pending.

Substantive Differences in Implementation
Concurrent Enrollment for SPED Scholars: Initially an exploratory goal, this was formally expanded midyear with direct IEP team collaboration and counselor involvement in transition planning.

Course Scheduling for New Scholars: Delays occurred due to incomplete records at enrollment, requiring additional time and flexibility in course planning.

?? Challenges Experienced
Course Scheduling Gaps: Missing or unofficial transcripts at the time of enrollment complicated timely course placement and sequence verification.

Implementation Consistency of ASU Resources: While effective for some teams, resource use is inconsistent across departments without full engagement from all team leads.

?? Successes Achieved
Broadened access to dual enrollment and AP/honors opportunities for all scholars, including those in Special Education.

Revamped, user-friendly course catalogs that support informed decision-making and equitable access.

Increased implementation of writing strategies through AVID and PLCs, aligned to CAASPP goals.

Strengthened alignment of counseling services through RAMP designation and expanded transition support for scholars with IEPs.

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 amount budget for course scheduling in goal 3.5 exceeded the original planned amount due to the inclusive of all counselor salaries as a portion.

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

The actions implemented during the 2024–25 school year have been largely effective in advancing Compass Charter Schools' goal of increasing college and career readiness for all scholars, including those with specialized needs. Below is an analysis of the effectiveness or ineffectiveness of key initiatives:

Effective Actions
1. Expansion of Concurrent Enrollment (Including SPED Scholars)

Effectiveness: Highly effective

Scholars across all subgroups—general education and special education—gained increased access to early college credit and career technical courses.

Counselor participation in IEP meetings enhanced personalization and alignment with transition goals, showing a strong equity-focused implementation.

2. Revamp of Course Catalogs and Pathways

Effectiveness: Effective

Clear, updated course catalogs improved transparency and academic planning for scholars and families.

The addition of course progression pathways and detailed indicators (e.g., A–G eligibility, GPA weighting) supported more strategic course selection.

Scholars now have more equitable access to all course levels, from remedial to AP.

3. Targeted Academic Advising & Course Sequencing Support

Effectiveness: Effective

Counselors effectively guided scholars through the enrollment process, helping ensure that students were placed in courses that supported graduation and postsecondary goals.

Noted Challenge: Scheduling delays occurred due to missing records for new enrollees, which hindered immediate placement in correct course sequences.

4. Implementation of ASU Bite-Sized Instructional Resources

Effectiveness: Moderately effective

Online high school teams consistently used the resources, and observations confirmed impact on instructional quality.

However, inconsistent implementation across departments highlighted the need for more team lead involvement and accountability structures.

5. AVID Program Integration

Effectiveness: Effective

Monthly AVID Site Team meetings, PLCs, and professional development reinforced instructional strategies focused on writing and scholar success skills.

Use of AVID strategies in Learning Labs contributed to increased scholar engagement and academic rigor.

6. RAMP Designation and Counseling Program Development

Effectiveness: Effective

CCS’s successful RAMP designation affirmed the school’s commitment to comprehensive, data-driven counseling aligned with the ASCA National Model.

Submission of RAMP applications for other sites reflects scalability and momentum in improving schoolwide college and career readiness supports.

Areas Needing Improvement or Monitoring
1. Course Scheduling for New Enrollees

Effectiveness: Partially effective

While counselors were proactive, missing transcripts created gaps in accurate placement.

More robust intake processes or document collection procedures are needed to ensure smooth scheduling upon enrollment.

2. Consistency of Instructional Resource Use (ASU Slides)

Effectiveness: Inconsistent

Teams that used resources effectively showed progress, but implementation fidelity varied.

Full effectiveness will depend on broader adoption and monitoring across all instructional departments.

Overall Summary
Most actions taken during 2024–25 were effective in increasing access, academic preparedness, and personalization of learning pathways. Initiatives such as concurrent enrollment, targeted counseling, AVID integration, and catalog revamps have made clear progress toward the goal of college and career readiness. Ongoing work is needed to improve consistency in instructional strategy implementation and to streamline course scheduling for new enrollees.

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.

Following a comprehensive review of implementation outcomes from the 2024–25 school year, Compass Charter Schools has identified key adjustments to its planned goals, metrics, target outcomes, and actions for the coming year. These changes aim to improve program consistency, remove barriers to access, and further align supports to the diverse needs of scholars.

Changes to Planned Actions
1. Strengthening Support for Concurrent Enrollment – Especially for SPED Scholars

Change: Increase counselor participation in IEP meetings across all regions to ensure consistent support for concurrent enrollment planning.

Reason: Success in supporting SPED scholars through transition-aligned dual enrollment prompted plans to standardize this practice schoolwide.

2. Enhanced Collaboration Around Instructional Resource Implementation

Change: Require team leads to facilitate and monitor the use of ASU bite-sized instructional resources during department meetings.

Reason: Implementation was strong in select teams but inconsistent across others. Broader accountability is needed to ensure fidelity and effectiveness.

3. Early Course Planning for New Enrollees

Change: Implement a standardized intake protocol that requires submission of unofficial transcripts or report cards prior to academic advising.

Reason: Incomplete records at enrollment created scheduling delays and hindered course sequencing accuracy.

Changes to Metrics and Target Outcomes
1. New Metric: Course Scheduling Accuracy for New Enrollees

Change: Add a metric to track how many scholars are scheduled into correct sequences within two weeks of enrollment.

Target: 90% placement accuracy within two weeks.

Reason: Addresses challenges faced this year due to missing records and improves responsiveness for incoming scholars.

2. Revised AVID Integration Goals

Change: Refine AVID implementation metrics to include Learning Lab strategy usage, student feedback, and strategy walkthrough observations.

Reason: While AVID was discussed in PLCs and trainings, deeper evidence-based monitoring will help track its classroom impact.

3. RAMP Counseling Program Expansion

Change: Expand goal to seek RAMP designation for all Compass regions by 2027.

Reason: Successful designation in San Diego demonstrated the value of structured, data-driven counseling services.

Additional Improvements for 2025–26
Course Catalog Usability Review

Conduct family focus groups to evaluate clarity and usability of the new course catalogs.

Integrate student voice into future revisions.

Career Technical Education (CTE) Expansion

Explore additional community college partnerships that include CTE certification opportunities.

Align these options with scholars' postsecondary goals captured through academic planning sessions.

Graduation Pathway Monitoring

Strengthen monitoring tools that flag course sequencing errors or off-track graduation progress earlier in the school year.

These refinements demonstrate Compass's commitment to continuous improvement, equity, and future-ready academic planning. The adjustments are directly informed by implementation data and stakeholder feedback and will further enhance scholar preparation for college, career, and life.

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
3.1	Course Offerings	Annually review and update the courses available to all scholars in order to ensure that the school offers a broad course of study.		No
3.2	RAMP Certification	Achieve RAMP certification for our school counseling program, ensuring the delivery of high-quality, comprehensive counseling services that support the academic, social-emotional, and college/ career development of our scholars.	$1,247.00	No
3.3	AVID Program	AVID District Leadership training and memberships. Professional Learning provided to all instructional staff by AVID ToSA.	$8,538.00	Yes
3.4	Program for Scholars with Special needs	The school will develop a support and transition program for scholars with special needs 18 -22 year old.	$2,693.00	No
3.5	Course Scheduling	The counseling department will provide personalized scheduling for each scholar that includes concurrent enrollment, summer school, and credit recovery to ensure coherence and consistency with students earning a diploma.	$22,572.00	Yes

Action #	Title	Description	Total Funds	Contributing

Goals and Actions

Goal

Goal #	Description	Type of Goal
4	Ensure that at-promise scholars are making progress toward earning a high school diploma.	Focus Goal

State Priorities addressed by this goal.

Priority 5: Pupil Engagement (Engagement)
Priority 6: School Climate (Engagement)

An explanation of why the LEA has developed this goal.

Compass identifies scholars who are at-promise as those who may fail to earn a high school diploma for a variety of reasons, including irregular attendance, showing a lack of interest for academics, emotional or behavioral problems, a past record of academic underachievement, economic disadvantage, low scores on math or English standardized tests, and expressing a disconnection from the school learning environment.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
4.1	HS Dropout Rate	20%	24%		<10%	+4%
4.2	Middle School dropout rate	3.9%	1.69%			-2.21%
4.3	Suspension Rate*	0	0		0	0
4.4	Expulsion Rate*	0	0		0	0
4.5	Chronic Absenteeism Rate*	Overall 3.3%	.4%		Overall <5%	-2.9%

Goal Analysis [2024-25]

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.

Compass Charter Schools implemented several targeted strategies during the 2024–25 school year to expand access to high school summer school, provide credit recovery options, and support at-promise scholars through personalized interventions and system-wide monitoring. While most actions aligned with initial plans, some elements experienced delays or evolved to better meet student needs. Below is a description of the overall implementation, including substantive differences, challenges, and successes:

Implemented Actions
1. Summer School Credit Recovery Program

Planned: Use Accelerate Education LMS for online high school summer school in July 2025.

Implemented: Platform prepared and finalized ahead of program launch. All incoming 9th graders, current high school students, and unduplicated scholars were offered the opportunity to enroll.

Successes:

24% of high school scholars participated.

74% took credit recovery courses; 26% took courses to earn credit in advance.

95% of all participants passed at least one course.

94% credit recovery success rate; 100% success for scholars earning credits ahead.

27% of participants were unduplicated scholars, and 86% of those passed at least one course.

2. Staffing and Planning

Planned: Finalize staffing after interest survey and enrollment projections.

Implemented: Staff interest survey completed; final staffing to be determined in June 2025 based on actual scholar enrollment.

Adjustment: Timeline remains on track; no major deviations.

3. Scholar Retention Monitoring via Abre Data Platform

Planned: Develop a new data platform to improve scholar retention tracking and reporting.

Implemented: Initial stages completed in collaboration with Abre; however, the project is behind schedule and will continue into the 2025–26 school year.

Challenge: Delay in full implementation limited access to real-time dropout and engagement data.

4. Counseling & Intervention Supports for At-Promise Scholars

Planned: Deliver personalized counseling and interventions to support high-needs scholars.

Implemented: Ongoing individual and group counseling, college and career planning, and referral to academic and mental health services.

Success: Counselors actively tracked interventions for at-promise scholars, connecting them to appropriate supports to increase diploma completion readiness.

5. Dropout Prevention and Early Identification

Planned: Leverage cohort monitoring and WIT (Whatever It Takes) team collaboration to reduce dropouts.

Implemented: Despite a reported 13 dropouts (DataQuest), cross-departmental cohort monitoring and flexible learning options were expanded.

Successes:

Increased collaboration via weekly WIT meetings.

Early identification systems triggered timely support referrals.

Challenge: Scholar mobility and socioeconomic barriers continue to pose risks to retention and consistent engagement.

Substantive Differences and Adjustments
Delayed Data Infrastructure: The Abre platform did not launch as early as expected, requiring ongoing use of interim tracking methods.

Adaptive Counseling Engagement: The counseling team increased involvement with at-promise scholars, expanding beyond traditional support into proactive dropout prevention work.

Key Successes
High course pass rates for all student groups in summer school.

Full course success for scholars taking courses ahead of schedule.

Strong support structures for at-promise scholars and unduplicated groups.

Increased coordination and visibility through WIT meetings and early warning systems.

Challenges
Delays in data system build-out (Abre).

Persistent issues with scholar mobility and external barriers impacting dropout rates.

In summary, Compass Charter Schools successfully implemented most planned actions with notable effectiveness in summer school success rates and scholar intervention supports. The primary area for improvement remains in the timely launch of data systems to support dropout prevention and scholar engagement tracking. Continued focus on flexible pathways and early intervention remains essential for supporting scholar retention and diploma attainment.

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 amount budget for credit recovery in goal 4.1 exceeded the original planned amount due to the price of accelerated education curriculum.
The amount budget for support for homeless scholars in goal 4.5 exceeded the original planned amount due to inclusion of director salary to support scholar community advocate.

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

Effectiveness of Specific Actions in Making Progress Toward the Goal: Summer School & Scholar Retention (2024–25)

Compass Charter Schools made measurable progress toward the goal of increasing credit completion, reducing dropout rates, and supporting at-promise scholars through targeted interventions and expanded summer school programming. Below is an evaluation of the effectiveness or ineffectiveness of specific actions implemented during the year:

Effective Actions
1. High School Summer School Program

Effectiveness: Highly Effective

24% of high school scholars participated in summer school—demonstrating strong engagement.

Credit recovery success: 94% of participants passed at least one course.

Acceleration success: 100% of scholars earning credit ahead passed their courses.

Unduplicated scholar success: 86% passed one or more summer courses.

These results reflect a well-implemented and inclusive program that successfully helped students regain or accelerate credit toward graduation.

2. Inclusive Access for Incoming 9th Graders and At-Promise Scholars

Effectiveness: Effective

All incoming 9th graders and unduplicated scholars had the opportunity to participate, expanding early intervention and academic planning support.

The participation of 27% unduplicated scholars signals intentional outreach and access for priority student groups.

3. Counseling Interventions for At-Promise Scholars

Effectiveness: Effective

School counselors and College & Career Readiness Counselors provided consistent, personalized support.

Targeted individual and group counseling helped address academic and social-emotional barriers, supporting scholars' progress toward diploma completion.

4. Cross-Departmental Collaboration and WIT Meetings

Effectiveness: Effective

Weekly WIT (Whatever It Takes) meetings fostered collaborative problem-solving and rapid response to scholar needs.

Early identification efforts improved through monitoring of cohort data, enabling timely support for disengaged scholars.

Partially Effective or In Progress
5. Development of the Abre Data Platform

Effectiveness: Partially Effective (In Progress)

While initial implementation steps began, the platform is behind schedule and did not reach full functionality during the 2024–25 school year.

As a result, scholar retention data had to be monitored through less integrated systems, limiting the ability to fully assess patterns and make real-time adjustments.

Ineffective or Needing Improvement
6. Dropout Rate Reduction Efforts

Effectiveness: Partially Effective

Despite proactive supports, DataQuest reported 13 dropouts, highlighting continued challenges related to socioeconomic hardship, academic disengagement, and scholar mobility.

While the interventions and collaboration are effective in structure, the dropout rate indicates more intensive or earlier intervention may be needed for higher-risk students.

Overall Summary
Most of the actions taken to support summer school participation and scholar retention were effective in producing positive academic outcomes and engaging at-promise populations. The summer school program in particular demonstrated strong credit recovery and completion results across all subgroups. Ongoing refinement of data infrastructure and intensified support for highly mobile or socioeconomically impacted scholars will be critical to advancing progress toward long-term graduation and retention goals.

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.

Based on a review of 2024–25 implementation outcomes and effectiveness data, Compass Charter Schools will adjust several aspects of its summer school and scholar retention efforts for the 2025–26 school year. These changes reflect a commitment to continuous improvement, equitable access, and stronger early intervention.

Changes to Planned Actions
1. Earlier Identification and Outreach to At-Promise Scholars

Change: Begin identification and outreach to at-promise scholars in March instead of late spring.

Why: Earlier contact will increase scholar participation in summer school and allow counselors to intervene sooner with academic and social-emotional supports.

How: Counselors will use cohort data, WIT meeting input, and prior course failure reports to flag scholars for early engagement.

2. Expanded Summer School Enrollment Window and Counselor-Initiated Scheduling

Change: Open summer school enrollment earlier and allow counselors to pre-schedule high-risk scholars into credit recovery courses.

Why: To reduce missed opportunities and ensure more seamless placement for scholars most in need of credit recovery.

3. Strengthen Summer School Family Communication Plan

Change: Implement a multi-touchpoint family communication strategy, including email, text, phone calls, and virtual info sessions.

Why: To increase awareness and participation, especially among unduplicated and mobile scholars who may not respond to standard outreach.

Changes to Metrics and Target Outcomes
1. Add Metrics to Monitor At-Promise Scholar Outcomes

New Metrics:

% of at-promise scholars passing 1+ summer school courses

% of dropout-eligible scholars retained into the fall

Why: To better measure the direct impact of interventions on scholar retention and credit completion.

2. Update Abre Platform Implementation Timeline and Use Goals

Change: Extend platform rollout timeline into 2025–26 and set milestones for data integration and user training.

Why: Due to implementation delays, clear checkpoints will ensure progress and functionality in scholar monitoring.

New or Enhanced Target Outcomes
Target: Increase summer school participation among unduplicated scholars by 5 percentage points (from 27% to 32%).

Target: Reduce dropout count by at least 25% year-over-year (from 13 to 9 or fewer).

Target: Ensure that 100% of at-promise scholars identified in spring are offered at least two points of personalized intervention prior to summer.
Program Improvements
Summer School Orientation: Introduce a brief onboarding module in Accelerate Education to support scholar success in navigating the LMS.

Post-Summer Follow-Up: Implement a re-engagement plan for scholars who did not complete summer courses, including early fall credit recovery placement.

These changes are driven by both data and reflection, aiming to increase the impact of summer programming, reduce dropout rates, and more effectively serve scholars who face barriers to graduation.

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
4.1	Credit Recovery	Provide Summer School program for credit recovery and earning credits to earn credits ahead of schedule for high school graduation eligibility	$24,789.00	No
4.3	Retention rates	The school will establish a system within the Abre data suite to track retention rates by grade level and subgroup to identify trends and make adjustments to the support system in response to identified needs.	$12,734.00	No
4.4	Support for 5 year grad cohort	The school will provide targeted interventions including credit recovery, concurrent enrollment and summer school for scholars who need an additional year to meet graduation requirements.		No
4.5	Support for Homeless Scholars	Our dedicated Scholar Community Advocate will make resources and programs available to families and scholars experiencing homelessness. These services will include connections with local resources such as housing, food, transportation, childcare, medical and mental health services..	$19,288.00	Yes

Goals and Actions

Goal

Goal #	Description	Type of Goal
5		

State Priorities addressed by this goal.

An explanation of why the LEA has developed this goal.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline

Goal Analysis [2024-25]

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.

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.

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

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.

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

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [2025-26]

Total Projected LCFF Supplemental and/or Concentration Grants	Projected Additional 15 percent LCFF Concentration Grant
$751,644.00	$0

Required Percentage to Increase or Improve Services for the LCAP Year

Projected Percentage to Increase or Improve Services for the Coming School Year	LCFF Carryover — Percentage	LCFF Carryover — Dollar	Total Percentage to Increase or Improve Services for the Coming School Year
9.576%	0.000%	$0.00	9.576%

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 #	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
1.1	**Action:** Credentialed teachers **Need:** 50% of the scholars have been identified as unduplicated and they receive a personalized education plan that is overseen by an appropriately credentialed teacher. **Scope:**	Each pupil is assessed for their academic, SEL, and financial needs to determine and assign supports specific to their needs	1.11, 1.12,1.13,1.14

Goal and Action #	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
	Schoolwide		
1.5	**Action:** MTSS Supports **Need:** 32% Completely tested out of needing intervention support (increase of 2% from 23/24 BOY to MOY) 74% of 504 scholars are at or above grade level in Math (increase of 14% from 23/24) 80% of 504 scholars are at or above grade level in Reading (increase of 14% from 23/24) **Scope:** Schoolwide	All scholars are identified for interventions according to the MTSS protocols. Unduplicated students are provided with supports specific to their needs.	1.11, 1.12,1.13,1.14
2.2	**Action:** Technology Access for SED scholars **Need:** Low income families need computers and internet access to participate in virtual learning. **Scope:** Schoolwide	The school has prioritized SED families to receive this technology to remove barriers they may encounter due to financial burden.	2.2.2.6
2.7	**Action:** Scholar Engagement Activities **Need:** Families experience barriers to participation in engagement activities such as transportation,	All families have access to engagement activities. This action is to specifically provide additional support to families experiencing barriers to participation.	2.6

Goal and Action #	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
	costs associated with bringing additional family members, and language barriers. **Scope:** Schoolwide		
2.8	**Action:** Mental Health Supports **Need:** School climate survey results show that unduplicated pupils will benefit from increased mental health services. **Scope:** Schoolwide	Mental health services are provided to all pupils with an emphasis on ensuring that families that have language or income barriers have equal access to these services.	2.2
3.3	**Action:** AVID Program **Need:** Scholars of SED families graduate at a rate of 60.5% this is a decline of 8.3% and is 5% lower than the overall graduation rate. **Scope:** Schoolwide	AVID is provided to the students of SED families to improve college readiness	2.2, 2.3, 2.7
4.5	**Action:** Support for Homeless Scholars **Need:**		

Goal and Action #	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
	Scope: Schoolwide		

Limited Actions

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

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
1.3	**Action:** ELD Materials **Need:** 31% of EL Scholars are making progress towards proficiency. 14% of scholars have achieved reclassification. **Scope:** Limited to Unduplicated Student Group(s)	EL scholars have access to resources specific to language development.	1.8,1.9
1.4	**Action:** Professional Development for staff serving EL scholars **Need:** 31% of EL Scholars are making progress towards proficiency. 14% of scholars have achieved reclassification. **Scope:** Limited to Unduplicated Student Group(s)	Teachers will learn strategies to improve EL proficiency	1.8, 1.9

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
1.11	**Action:** Summer School Interventions **Need:** SED students SBAC Math (3-8) 25%; SBAC Math (11) 19% EL students SBAC Math (all grades) 3% SED students SBAC ELA (3-8) 41%; SBAC ELA (11) 43% EL students SBAC ELA (ALL GRADES) 12% **Scope:** Limited to Unduplicated Student Group(s)	100% of unduplicated scholars in grades tk-7 (23-24 school year) were invited to summer session. 22% of the unduplicated scholars participated in this summer session. Of those 22% who participated, 34% met the 800 minute expectation, 75% worked a total of 400 minutes or more, and 44% worked 3+ weeks (out of the 4 week session).	1.5, 1.6, 1.8, 1.11, 1.12
2.4	**Action:** ELAC **Need:** The parents of emergent multilingual scholars need a voice in the school's process for providing services. **Scope:** Limited to Unduplicated Student Group(s)	This council is specifically for the parents of EL scholars.	2.3, 2.4
3.5	**Action:** Course Scheduling **Need:** 24% of SED students are prepared for college, the graduation rate for SED students is 61% **Scope:** Limited to Unduplicated Student Group(s)	A counselor is assigned to work with SED scholars to develop a personalized graduation plan that identifies any areas of need and ensures they are on track to graduate.	2.2, 2.3, 2.4

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
4.5	**Action:** Support for Homeless Scholars **Need:** Our families experiencing homelessness have additional barriers to HS graduation. **Scope:** Limited to Unduplicated Student Group(s)	Our dedicated liaison works with each family to identify barriers and connect them with the support they need to be successful.	4.1, 4.2,4.5

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.

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	25:1	

2025-26 Total Planned Expenditures Table

LCAP Year	1. 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 %)
Totals	7849625	751,644.00	9.576%	0.000%	9.576%

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	$6,573,495.00	$0.00	$0.00	$5,100.00	$6,578,595.00	$4,987,611.00	$1,590,984.00

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
1	1.1	Credentialed teachers	English Learners Foster Youth Low Income	Yes	School wide	English Learners Foster Youth Low Income	All Schools		$4,841,239.00	$0.00	$4,841,239.00				$4,841,239.00	
1	1.2	Standards-aligned instructional materials	All	No			All Schools		$0.00	$1,264,530.00	$1,264,530.00				$1,264,530.00	
1	1.3	ELD Materials	English Learners	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools		$0.00	$142,379.00	$142,379.00				$142,379.00	
1	1.4	Professional Development for staff serving EL scholars	English Learners	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools		$1,812.00	$0.00	$1,812.00				$1,812.00	
1	1.5	MTSS Supports	English Learners Foster Youth Low Income	Yes	School wide	English Learners Foster Youth Low Income	All Schools		$59,715.00	$19,944.00	$79,659.00				$79,659.00	
1	1.7	Increased participation on state assessments	All	No			All Schools		$0.00	$7,182.00	$7,182.00				$7,182.00	
1	1.9	Support for scholars with special needs	Students with Disabilities	No			All Schools		$0.00	$21,684.00	$21,684.00				$21,684.00	
1	1.10	Professional Development on serving scholars with special needs	Students with Disabilities	No			All Schools		$2,000.00	$0.00	$2,000.00				$2,000.00	

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
1	1.11	Summer School Interventions	English Learners Low Income	Yes	Limited to Unduplicated Student Group(s)	English Learners Low Income	All Schools		$10,842.00	$3,285.00	$14,127.00				$14,127.00	
2	2.1	Annual Survey	All	No			All Schools		$0.00	$3,591.00	$3,591.00				$3,591.00	
2	2.2	Technology Access for SED scholars	Low Income	Yes	School wide	Low Income	All Schools		$0.00	$32,169.00	$32,169.00				$32,169.00	
2	2.3	Safe Online Environment	All	No			All Schools		$0.00	$12,927.00	$12,927.00				$12,927.00	
2	2.4	ELAC	English Learners	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools		$4,100.00	$1,000.00				$5,100.00	$5,100.00	
2	2.5	Parent and Scholar input	All	No			All Schools									
2	2.6	Learning Coach Academy	All	No			All Schools									
2	2.7	Scholar Engagement Activities	English Learners Foster Youth Low Income	Yes	School wide	English Learners Foster Youth Low Income	All Schools		$0.00	$53,875.00	$53,875.00				$53,875.00	
2	2.8	Mental Health Supports	English Learners Foster Youth Low Income	Yes	School wide	English Learners Foster Youth Low Income	All Schools		$4,460.00	$0.00	$4,460.00				$4,460.00	
3	3.1	Course Offerings	All	No			All Schools									
3	3.2	RAMP Certification	All	No			All Schools		$1,247.00	$0.00	$1,247.00				$1,247.00	
3	3.3	AVID Program		Yes	School wide		All Schools		$5,000.00	$3,538.00	$8,538.00				$8,538.00	
3	3.4	Program for Scholars with Special needs	Students with Disabilities	No			All Schools		$0.00	$2,693.00	$2,693.00				$2,693.00	

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
3	3.5	Course Scheduling		Yes	Limited to Unduplicated Student Group(s)		All Schools		$22,572.00	$0.00	$22,572.00				$22,572.00	
4	4.1	Credit Recovery	All	No			All Schools		$15,336.00	$9,453.00	$24,789.00				$24,789.00	
4	4.3	Retention rates	All	No			All Schools		$0.00	$12,734.00	$12,734.00				$12,734.00	
4	4.4	Support for 5 year grad cohort	All	No			All Schools									
4	4.5	Support for Homeless Scholars	Low Income	Yes	School wide Limited to Unduplicated Student Group(s)	Low Income	All Schools		$19,288.00	$0.00	$19,288.00				$19,288.00	

2025-26 Contributing Actions Table

1. Projected LCFF Base Grant	2. Projected LCFF Supplemental and/or Concentration Grants	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)	4. Total Planned Contributing Expenditures (LCFF Funds)	5. Total Planned Percentage of Improved Services (%)	Planned Percentage to Increase or Improve Services for the Coming School Year (4 divided by 1, plus 5)	Totals by Type	Total LCFF Funds
7849625	751,644.00	9.576%	0.000%	9.576%	$5,220,118.00	0.000%	66.501 %	**Total:**	$5,220,118.00
								LEA-wide Total:	$0.00
								Limited Total:	$200,178.00
								Schoolwide Total:	$5,039,228.00

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1.1	Credentialed teachers	Yes	Schoolwide	English Learners Foster Youth Low Income	All Schools	$4,841,239.00	
1	1.3	ELD Materials	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools	$142,379.00	
1	1.4	Professional Development for staff serving EL scholars	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools	$1,812.00	
1	1.5	MTSS Supports	Yes	Schoolwide	English Learners Foster Youth Low Income	All Schools	$79,659.00	
1	1.11	Summer School Interventions	Yes	Limited to Unduplicated Student Group(s)	English Learners Low Income	All Schools	$14,127.00	
2	2.2	Technology Access for SED scholars	Yes	Schoolwide	Low Income	All Schools	$32,169.00	
2	2.4	ELAC	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools		

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
2	2.7	Scholar Engagement Activities	Yes	Schoolwide	English Learners Foster Youth Low Income	All Schools	$53,875.00	
2	2.8	Mental Health Supports	Yes	Schoolwide	English Learners Foster Youth Low Income	All Schools	$4,460.00	
3	3.3	AVID Program	Yes	Schoolwide		All Schools	$8,538.00	
3	3.5	Course Scheduling	Yes	Limited to Unduplicated Student Group(s)		All Schools	$22,572.00	
4	4.4	Support for 5 year grad cohort				All Schools		
4	4.5	Support for Homeless Scholars	Yes	Schoolwide Limited to Unduplicated Student Group(s)	Low Income	All Schools	$19,288.00	

2024-25 Annual Update Table

Totals	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Expenditures (Total Funds)
Totals	$4,615,103.00	$5,866,012.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	**1.1**	Credentialed teachers	Yes	$4,032,158.00	$4,201,573.00
1	**1.2**	Standards-aligned instructional materials	No	$357,384.00	$1,262,604.00
1	**1.3**	ELD Materials	Yes	$6,445.00	$17,966.00
1	**1.4**	Professional Development for staff serving EL scholars	Yes	$1,812.00	$1,122.00
1	**1.5**	MTSS Supports	No Yes	$67,832.00	$86,381.00
1	**1.7**	Increased participation on state assessments	No	$475.00	$0.0
1	**1.9**	Support for scholars with special needs	No	$8,258.00	$0.0
1	**1.10**	Professional Development on serving scholars with special needs	No	$2,000	$0.0
1	**1.11**	Summer School Interventions	Yes	$12,427.00	$24,099
2	**2.1**	Annual Survey	No	$3,624.00	$0.0

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
2	2.2	Technology Access for SED scholars	Yes	$4,013.00	$81,143.00
2	2.3	Safe Online Environment	No	$28,992.00	$3,675.00
2	2.4	ELAC	Yes	$5,000.00	$0.0
2	2.5	Parent and Scholar input	No	$0.0	$0.0
2	2.6	Learning Coach Academy	No	$0.0	$0.0
2	2.7	Scholar Engagement Activities	Yes	$17,984.00	$27,270.00
2	2.8	Mental Health Supports	Yes	$4,352.00	$8,725.00
3	3.1	Course Offerings	No	$0.0	$0.0
3	3.2	RAMP Certification	No	$1,223.00	$371.00
3	3.3	AVID Program	Yes	$7,550.00	$15,435.00
3	3.4	Program for Scholars with Special needs	No	$0.0	$0.0
3	3.5	Course Scheduling	Yes	$22,022.00	$44,418
4	4.1	Credit Recovery	No	$0.0	$2,459.00
4	4.3	Retention rates	No	$12,734.00	$12,734.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
4	**4.4**	Support for 5 year grad cohort	No	$0.0	$0.0
4	**4.5**	Support for Homeless Scholars	Yes	$18,818.00	$76,037.00

2024-25 Contributing Actions Annual Update Table

6. Estimated LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	4. Total Planned Contributing Expenditures (LCFF Funds)	7. Total Estimated Expenditures for Contributing Actions (LCFF Funds)	Difference Between Planned and Estimated Expenditures for Contributing Actions (Subtract 7 from 4)	5. Total Planned Percentage of Improved Services (%)	8. Total Estimated Percentage of Improved Services (%)	Difference Between Planned and Estimated Percentage of Improved Services (Subtract 5 from 8)
$75,1644	$4,200,413.00	$5,828,807.00	($1,628,394.00)	0.000%	0.000%	0.000%

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
1	1.1	Credentialed teachers	Yes	$4,032,158.00	$4,201,573.00		
1	1.3	ELD Materials	Yes	$6,445.00	$1,262,604.00		
1	1.4	Professional Development for staff serving EL scholars	Yes	$1,812.00	$1,122.00		
1	1.5	MTSS Supports	Yes	$67,832.00	$86,381.00		
1	1.11	Summer School Interventions	Yes	$12,427.00	$24,099		
2	2.2	Technology Access for SED scholars	Yes	$4,013.00	$81,143.00		
2	2.4	ELAC	Yes	$5,000.00	$0.00		
2	2.7	Scholar Engagement Activities	Yes	$17,984.00	$27,270.00		
2	2.8	Mental Health Supports	Yes	$4,352.00	$8,725.00		
3	3.3	AVID Program	Yes	$7,550.00	$15,435.00		
3	3.5	Course Scheduling	Yes	$22,022.00	$44,418		
4	4.5	Support for Homeless Scholars	Yes	$18,818.00	$76,037.00		

2024-25 LCFF Carryover Table

9. Estimated Actual LCFF Base Grant (Input Dollar Amount)	6. Estimated Actual LCFF Supplemental and/or Concentration Grants	LCFF Carryover — Percentage (Percentage from Prior Year)	10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	8. Total Estimated Actual Percentage of Improved Services (%)	11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)	12. LCFF Carryover — Dollar Amount (Subtract 11 from 10 and multiply by 9)	13. LCFF Carryover — Percentage (12 divided by 9)
10,096,376	$75,1644	0.0	7.445%	$5,828,807.00	0.000%	57.732%	$0.00	0.000%

Local Control and Accountability Plan Instructions

Plan Summary

Engaging Educational Partners

Goals and Actions

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

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

Introduction and Instructions

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

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

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the California School Dashboard (California Education Code [EC] Section 52064[e][1]). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.

- **Meaningful Engagement of Educational Partners:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful engagement (EC Section 52064[e][1]). Local educational partners possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.

- **Accountability and Compliance:** The LCAP serves an important accountability function because the nature of some LCAP template sections require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:

    - Demonstrating that LEAs are increasing or improving services for foster youth, English learners, including long-term English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (EC Section 52064[b][4-6]).

    - Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (EC sections 52064[b][1] and [2]).

        - **NOTE:** As specified in EC Section 62064(b)(1), the LCAP must provide a description of the annual goals, for all pupils and each subgroup of pupils identified pursuant to EC Section 52052, to be achieved for each of the state priorities. Beginning in 2023–24, EC

Section 52052 identifies long-term English learners as a separate and distinct pupil subgroup with a numerical significance at 15 students.

- Annually reviewing and updating the LCAP to reflect progress toward the goals (EC Section 52064[b][7]).
- Ensuring that all increases attributable to supplemental and concentration grant calculations, including concentration grant add-on funding and/or LCFF carryover, are reflected in the LCAP (EC sections 52064[b][6], [8], and [11]).

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

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

The revised LCAP template for the 2024–25, 2025–26, and 2026–27 school years reflects statutory changes made through Senate Bill 114 (Committee on Budget and Fiscal Review), Chapter 48, Statutes of 2023 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;
- 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.
    - 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 *EC* Section 32526(c)(2); and
            - 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 *EC* Section 32526(d).
                - For information related to the allowable uses of funds and the required needs assessment, please see the Program Information tab on the LREBG Program Information 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 engaged educational partners and the impact of that engagement. LEAs are encouraged to keep this goal in the forefront when completing this section.

Requirements

Requirements

School districts and COEs: *EC* Section 52060(g) and *EC* Section 52066(g) specify the educational partners that must be consulted when developing the LCAP:

- Teachers,

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

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

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

Charter schools: *EC* Section 47606.5(d) requires that the following educational partners be consulted with when developing the LCAP:

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

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

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

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

- For school districts, see *Education Code* Section 52062;
    - **Note:** Charter schools using the LCAP as the School Plan for Student Achievement must meet the requirements of *EC* Section 52062(a).
- For COEs, see *Education Code* Section 52068; and
- For charter schools, see *Education Code* Section 47606.5.

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- **NOTE:** As a reminder, the superintendent of a school district or COE must respond, in writing, to comments received by the applicable committees identified in the *Education Code* sections listed above. This includes the parent advisory committee and may include the English learner parent advisory committee and, as of July 1, 2024, the student advisory committee, as applicable.

Instructions

Respond to the prompts as follows:

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

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

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

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

Complete the table as follows:

Educational Partners

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

Process for Engagement

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

- A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with educational partners. A response may also include information about an LEA's philosophical approach to engaging its educational partners.

- An LEA receiving Equity Multiplier funds must also include a summary of how it consulted with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

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

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

- A sufficient response to this prompt will provide educational partners and the public with clear, specific information about how the engagement process influenced the development of the LCAP. This may include a description of how the LEA prioritized requests of educational partners within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP.

- An LEA receiving Equity Multiplier funds must include a description of how the consultation with educational partners at schools generating Equity Multiplier funds influenced the development of the adopted LCAP.

- For the purposes of this prompt, this may also include, but is not necessarily limited to:
  - Inclusion of a goal or decision to pursue a Focus Goal (as described below)
  - Inclusion of metrics other than the statutorily required metrics
  - Determination of the target outcome on one or more metrics
  - Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
  - Inclusion of action(s) or a group of actions
  - Elimination of action(s) or group of actions
  - Changes to the level of proposed expenditures for one or more actions
  - Inclusion of action(s) as contributing to increased or improved services for unduplicated students
  - Analysis of effectiveness of the specific actions to achieve the goal
  - Analysis of material differences in expenditures
  - Analysis of changes made to a goal for the ensuing LCAP year based on the annual update process
  - Analysis of challenges or successes in the implementation of actions

Goals and Actions

Purpose

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

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

Requirements and Instructions

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

is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students, and to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard.

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

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

Requirement to Address the LCFF State Priorities

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

Respond to the following prompts, as applicable:

Focus Goal(s)

Description

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

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

Type of Goal

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

State Priorities addressed by this goal.

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

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

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

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

Description

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

Focus goals for Equity Multiplier schoolsites must address the following:

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

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

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

Type of Goal

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

State Priorities addressed by this goal.

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

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

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

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

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

Note: *EC* Section 42238.024(b)(1) 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

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

Baseline

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

Year 1 Outcome

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

Year 2 Outcome

- When completing the LCAP for 2026–27, enter the most recent data available. Indicate the school year to which the data applies.

- Note for Charter Schools: Charter schools developing a one-year LCAP may identify the Year 2 Outcome as not applicable when completing the LCAP for 2026–27 or may provide the Year 2 Outcome for 2026–27.

Target for Year 3 Outcome

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

Current Difference from Baseline

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

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

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

Goal Analysis:

Enter the LCAP Year.

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

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

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

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

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

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

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

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

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

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

- The reasons for the ineffectiveness, and
- How changes to the action will result in a new or strengthened approach.

Actions:

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

Action #

- Enter the action number.

Title

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

Description

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

Total Funds

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

Contributing

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

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

Required Actions

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.
    - Prior to identifying the actions included in the LCAP the LEA is required to conduct a needs assessment pursuant to *EC* Section 32526(d). For information related to the required needs assessment please see the Program Information tab on the LREBG

Program Information web page. Additional information about the needs assessment and evidence-based resources for the LREBG may be found on the California Statewide System of Support LREBG Resources 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 *EC* 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 *EC* Section 32526(c)(2).
- 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.

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

Purpose

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

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

Statutory Requirements

An LEA is required to demonstrate in its LCAP how it is increasing or improving services for its students who are foster youth, English learners, and/or low-income, collectively referred to as unduplicated students, as compared to the services provided to all students in proportion to the increase in funding it receives based on the number and concentration of unduplicated students in the LEA (*EC* Section 42238.07[a][1], *EC*

Section 52064[b][8][B]; 5 *CCR* Section 15496[a]). This proportionality percentage is also known as the "minimum proportionality percentage" or "MPP." The manner in which an LEA demonstrates it is meeting its MPP is two-fold: (1) through the expenditure of LCFF funds or through the identification of a Planned Percentage of Improved Services as documented in the Contributing Actions Table, and (2) through the explanations provided in the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.

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

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

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

LEA-wide and Schoolwide Actions

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

- Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient.

- Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increased or improved services standard because enrolling students is not the same as serving students.

For School Districts Only

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

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

Requirements and Instructions

Complete the tables as follows:

Total Projected LCFF Supplemental and/or Concentration Grants

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

Projected Additional 15 percent LCFF Concentration Grant

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

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

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

LCFF Carryover — Percentage

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

LCFF Carryover — Dollar

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

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

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

Required Descriptions:

LEA-wide and Schoolwide Actions

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

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

Complete the table as follows:

Identified Need(s)

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

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

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

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

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

Metric(s) to Monitor Effectiveness

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

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

Limited Actions

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

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

Complete the table as follows:

Identified Need(s)

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

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

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

Metric(s) to Monitor Effectiveness

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

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

- For each action with an identified Planned Percentage of Improved Services, identify the goal and action number and describe the methodology that was used.

- When identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

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

Additional Concentration Grant Funding

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

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

Provide the following descriptions, as applicable to the LEA:

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

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

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

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

Complete the table as follows:

- Provide the staff-to-student ratio of classified staff providing direct services to students with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of classified staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.

    - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.

    - The staff-to-student ratio must be based on the number of full-time equivalent (FTE) staff and the number of enrolled students as counted on the first Wednesday in October of each year.

- Provide the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.

    - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.

    - The staff-to-student ratio must be based on the number of FTE staff and the number of enrolled students as counted on the first Wednesday in October of each year.

Action Tables

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

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

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

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

Total Planned Expenditures Table

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

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

  See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.
- **2. Projected LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants estimated on the basis of the number and concentration of unduplicated students for the coming school year.
- **3. Projected Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5 *CCR* Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.
- **LCFF Carryover — Percentage:** Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).
- **Total Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover —

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

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

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

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

Contributing Actions Table

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

Annual Update Table

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

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

Contributing Actions Annual Update Table

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

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

LCFF Carryover Table

- **9. Estimated Actual LCFF Base Grant**: Provide the total amount of estimated LCFF Target Entitlement for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program,

the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 *CCR* Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs. See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.

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

Calculations in the Action Tables

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

Contributing Actions Table

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

Contributing Actions Annual Update Table

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

- **6. Estimated Actual LCFF Supplemental and Concentration Grants**

- This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on the number and concentration of unduplicated students in the current school year.

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

LCFF Carryover Table

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

- If the Estimated Actual Percentage of Increased or Improved Services (11) is less than the Estimated Actual Percentage to Increase or Improve Services (10), the LEA is required to carry over LCFF funds.

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

- **13. LCFF Carryover — Percentage (12 divided by 9)**

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

California Department of Education
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2025-26 Local Performance Indicator Self-Reflection

Local Educational Agency (LEA)	Contact Name and Title	Email and Phone
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Introduction

The California 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.

This template is intended as a drafting tool and based on the Local Performance Indicator Quick Guide published by CDE in January 2024.

Performance Standards

The approved performance standards require an LEA to:

- Annually measure its progress in meeting the requirements of the specific Local Control Funding Formula (LCFF) priority.
- Report the results as part of a non-consent item at the same public meeting of the local governing board/body at which the Local Control and Accountability Plan (LCAP) is adopted.
- Report results to the public through the Dashboard utilizing the SBE-adopted self-reflection tools for each local indicator.

This Quick Guide identifies the approved standards and self-reflection tools that an LEA will use to report its progress on the local indicators.

Local Indicators

The local indicators address the following state priority areas:

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

- Number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies)

Note: The requested information are all data elements that are currently required as part of the School Accountability Report Card (SARC).

Note: LEAs are required to report the following to their local governing board/body in conjunction with the adoption of the LCAP:

- The LEA’s Teacher Assignment Monitoring and Outcome data available at https://www.cde.ca.gov/ds/ad/tamo.asp.

- The number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home, and

- The number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies)

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/body at the same public meeting at which the LCAP is adopted and reports to educational partners and the public through the Dashboard.

Parent and Family Engagement (LCFF Priority 3)

This measure addresses Parent and Family Engagement, including how an LEA builds relationships between school staff and families, builds partnerships for student outcomes and seeks input for decision-making.

LEAs report progress of how they have sought input from parents in decision-making and promoted parent participation in programs to its local governing board or body using the SBE-adopted self-reflection tool for Priority 3 at the same public meeting at which the LEA adopts its LCAP, and reports to educational partners and the public through the Dashboard.

School Climate (LCFF Priority 6)

The LEA administers an annual local climate survey that captures a valid measure of student perceptions of school safety and connectedness, in at least one grade within each grade span(s) the LEA serves (e.g., TK-5, 6-8, 9-12), and reports the results to its local governing board/body at the same public meeting at which the LCAP is adopted and to educational partners 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/body at the same public meeting at which the LCAP is adopted and reports to educational partners and the public through the Dashboard.

Coordination of Services for Expelled Students – County Office of Education (COE) Only (LCFF Priority 9)

The COE annually measures its progress in coordinating services for foster youth; the COE 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.

Coordination of Services for Foster Youth – COE Only (LCFF Priority 10)

The COE annually measures its progress in coordinating services for foster youth; the COE 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.

Self-Reflection Tools

An LEA uses the self-reflection tools included within the Dashboard to report its progress on the local performance indicator to educational partners 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 educational partners 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
- Number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies)

Note: The requested information are all data elements that are currently required as part of the School Accountability Report Card (SARC).

Note: LEAs are required to report the following to their local governing board/body in conjunction with the adoption of the LCAP:

- The LEA’s Teacher Assignment Monitoring and Outcome data available at https://www.cde.ca.gov/ds/ad/tamo.asp.
- The number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home, and
- The number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies)

Academic Year	Total Teaching FTE	Clear	Out-of-Field	Intern	Ineffective	Incomplete	Unknown	N/A
2022-2023	46.7	64.1%	31%	0.8%	2.3%	1.7%	0	0

Access to Instructional Materials	Number	Percent
Students Without Access to Own Copies of Standards-Aligned Instructional Materials for Use at School and at Home	0	0

Facility Conditions	Number
Identified Instances Where Facilities Do Not Meet The “Good Repair” Standard (Including Deficiencies and Extreme Deficiencies)	0

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 1: Narrative Summary (Limited to 3,000 characters)
In the narrative box provided on the Dashboard, identify the locally selected measures or tools that the LEA is using to track its progress in implementing the state academic standards adopted by the state board and briefly describe why the LEA chose the selected measures or tools.

Additionally, summarize the LEA's progress in implementing the academic standards adopted by the SBE, based on the locally selected measures or tools. The adopted academic standards are:

- English Language Arts (ELA) – Common Core State Standards for ELA
- English Language Development (ELD) (Aligned to Common Core State Standards for ELA)
- Mathematics – Common Core State Standards for Mathematics
- Next Generation Science Standards
- History-Social Science
- Career Technical Education
- Health Education Content Standards
- Physical Education Model Content Standards
- Visual and Performing Arts
- World Language

Implementation of State Academic Standards (LCFF Priority 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	1	2	3	4	5
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	1	2	3	4	5
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	

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	1	2	3	4	5
ELA – Common Core State Standards for ELA			3		
ELD (Aligned to ELA Standards)				4	
Mathematics – Common Core State Standards for Mathematics			3		
Next Generation Science Standards			3		
History-Social Science			3		

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	1	2	3	4	5	N/A
Career Technical Education	1					
Health Education Content Standards				4		
Physical Education Model Content Standards				4		
Visual and Performing Arts				4		
World Language				4		

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

Academic Standards	1	2	3	4	5
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			3		

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.

Parental Involvement and Family Engagement (LCFF Priority 3)

Introduction

Family engagement is an essential strategy for building pathways to college and career readiness for all students and is an essential component of a systems approach to improving outcomes for all students. More than 30 years of research has shown that family engagement can lead to improved student outcomes (e.g., attendance, engagement, academic outcomes, social emotional learning, etc.).

Consistent with the California Department of Education's (CDE's) Family Engagement Toolkit: [1]

- Effective and authentic family engagement has been described as an intentional partnership of educators, families and community members who share responsibility for a child from the time they are born to becoming an adult.
- To build an effective partnership, educators, families, and community members need to develop the knowledge and skills to work together, and schools must purposefully integrate family and community engagement with goals for students' learning and thriving.

The LCFF legislation recognized the importance of family engagement by requiring LEAs to address Priority 3 within their LCAP. The self-reflection tool described below enables LEAs to reflect upon their implementation of family engagement as part of their continuous improvement process and prior to updating their LCAP.

For LEAs to engage all families equitably, it is necessary to understand the cultures, languages, needs and interests of families in the local area. Furthermore, developing family engagement policies, programs, and practices needs to be done in partnership with local families, using the tools of continuous improvement.

Instructions

This self-reflection tool is organized into three sections. Each section includes research and evidence-based practices in family engagement:

1. Building Relationships between School Staff and Families
2. Building Partnerships for Student Outcomes
3. Seeking Input for Decision-Making

Based on an evaluation of data, including educational partner input, an LEA uses this self-reflection tool to report on its progress successes and area(s) of need related to 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 its development process, including assessing prior year goals, actions and services and in modifying future goals, actions, and services in the LCAP.

LEAs are to implement the following self-reflection process:

1. Identify the diverse educational partners 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.

2. Engage educational partners 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 educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each of the 12 practices using the following rating scale (lowest to highest):

   1 – Exploration and Research
   2 – Beginning Development
   3 – Initial Implementation
   4 – Full Implementation
   5 – Full Implementation and Sustainability

4. Based on the analysis of educational partner input and local data, respond to each of the prompts pertaining to each section of the tool.

5. Use the findings from the self-reflection process to inform the annual update to the LCAP and the LCAP development process, as well as the development of other school and district plans.

Sections of the Self-Reflection Tool

Section 1: Building Relationships Between School Staff and Families

Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each practice in this section 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

Practices	Rating Scale Number
1. 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
2. Rate the LEA's progress in creating welcoming environments for all families in the community.	4
3. Rate the LEA's progress in supporting staff to learn about each family's strengths, cultures, languages, and goals for their children.	4
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

Building Relationships Dashboard Narrative Boxes (Limited to 3,000 characters)

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.

Compass Charter Schools' Scholar Leadership Council and Parent Advisory Council reviewed the questions for the annual survey and added questions that they felt were important to scholars and parents, in 2024, and in early 2025, Compass conducted its annual survey with mostly the same questions to ensure input from all groups of scholars, families, and staff, as well as our authorizers, Board of Directors, and the community at large. The survey results provided qualitative and quantitative information on our Compass Experience as well as areas of focus and areas of opportunity to explore for the upcoming school year. In reviewing the results, Compass demonstrated continued strength in the following areas: flexibility (flexibility that's available for scheduling, pacing, curriculum, ways to meet state standards, and the ability to complete school work from home), supportive teachers (teachers' understanding, helpfulness, guidance, communication, and availability), independence (being able to work independently and at one's own pace), online nature/ease of use (convenience of online learning, absence of travel, and ease of using the online platform), individualized/personalized learning (ability to tailor education to individual needs, learn in preferred ways, and pursue personal interests), positive learning environment (positive attitudes of teachers, an enjoyable learning experience, as well as a supportive, non-judgmental, inclusive environment), resources/availability of resources (appreciation for the availability and providing of resources, curriculum support, and access to online resources as well as subscriptions), extracurricular/enrichment programs (clubs, field trips, diverse extracurricular activities, and access to enrichment programs along with additional classes), community and family orientation (family-oriented atmosphere, caring community, sense of community, and engagement events), and special education support (positive experiences and support for special education needs were noted).

Further, our tiered re-engagement process continues to focus on restorative practices that solicit collaboration between families and the LEA to further support scholars academic progress and engagement.

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.

Compass Charter School conducted its schoolwide annual survey again in early 2025 in order to ensure input from all groups of scholars, families, and staff. The survey results provided qualitative and quantitative information on our Compass experience as well as areas of focus and areas of opportunity to explore for the upcoming school year.

In reviewing the results, Compass continued to find similarities in focus areas for improvement in building relationships between school staff and families, including the simplification of systems (technology authentication, submitting work samples, and material and educational resource ordering), more opportunities for collaborative and community engagement (virtual and in person events, e.g., live classes, clubs, field trips, study groups), and continued strong communication with the school and supervising teachers.

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.

Compass Charter Schools has identified and implemented early stage implementation on the work to increase trust with all educational partners. This work includes building trust within the staff, scholars, parents, and community, guided by professional development initiatives. Compass' engagement efforts have received high satisfaction, and the engagement and marketing teams are applying data to develop plans to increase engagement in underrepresented communities. The school continues outreach, including regular weekly messages, and new efforts to have parent "town hall" style meetings to address changes and arising questions.

Section 2: Building Partnerships for Student Outcomes

Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each practice in this section 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

Practices	Rating Scale Number
5. 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
6. Rate the LEA's progress in providing families with information and resources to support student learning and development in the home.	5
7. 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.	4
8. 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

Building Partnerships Dashboard Narrative Boxes (Limited to 3,000 characters)

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.

With the second annual survey completed based on questions generated with input from the Scholar Leadership Council and Parent Advisory Council, Compass continues its major culture strengthening initiatives. The survey results provided qualitative and quantitative information on our Compass Experience as well as areas of focus and areas of opportunity to explore for the upcoming school year. Compass Charter Schools demonstrated strengths and great progress in the following areas for scholar outcomes: Multi-Tiered System of Support (MTSS), English Learner Support, Tutoring, Social Emotional Learning and Well Being, and our synchronous and asynchronous instruction. Compass is progressing on overcoming obstacles with adopted technology solutions (e.g., Clever, Amazon Storefront), to simplify logging in and ordering resources, to further remove frustrations and eliminate non-learning task time, so more energy can be spent on connecting with families and scholars.

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.

With the second annual survey completed based on questions generated with input from the Scholar Leadership Council and Parent Advisory Council, Compass continues its major culture strengthening initiatives. The survey results provided qualitative and quantitative information on our Compass. The survey results provided qualitative and quantitative information on our Compass Experience as well as areas of focus and areas of opportunity to explore for the upcoming school year. In reviewing the annual survey results, Compass Charter Schools identified the following areas for improvement in building partnerships for scholar outcomes: more flexibility and access to use of funds, resources and service providers; simplification of systems; collaborative engagement opportunities; consistency; and communication.

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.

Compass Charter Schools continues to offer a summer session that utilizes online courses and a supplemental curriculum to increase scholar engagement and outcomes. Compass will also ensure all scholars can access A-G approved courses through board-approved curricula and vendors.

Section 3: Seeking Input for Decision-Making

Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each practice in this section 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

Practices	Rating Scale Number
9. 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
10. Rate the LEA's progress in building the capacity of and supporting family members to effectively engage in advisory groups and decision-making.	4

Practices	Rating Scale Number
11. 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
12. 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

Seeking Input for Decision-Making Dashboard Narrative Boxes (Limited to 3,000 characters)

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.

Compass Charter Schools continues its ongoing processes for seeking input for decision-making. Compass collaborates with all of our educational partners consistently throughout the year via monthly Leadership Team meetings, Scholar Leadership Council meetings, and Staff Advisory Committee meetings; quarterly Parent Advisory Council meetings; and Parent Town Halls and survey administrations throughout the year. During these opportunities, all educational partners review and discuss the progress we are making, make recommendations for improvements, and are equally involved in the decision-making progress.

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.

The current annual survey completed based on questions generated with input from the Scholar Leadership Council and Parent Advisory Council provided qualitative and quantitative information on our Compass Experience as well as areas of focus and areas of opportunity to explore for the upcoming school year. Compass Charter Schools still identifies the following critical areas for improvement in seeking input for decision-making: the need for an increase in participation in state and local assessments and the establishment of a change management process that can better support staff participation and expectations to ensure initiatives are successful.

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.

Based on input and local data, we will continue to work on providing opportunities for engagement that are accessible to our underrepresented families. The full-time McKinney-Vento Liaison provides a conduit for ensuring that some of the most underrepresented families have a voice. We are also looking at our engagement activities for our scholars and looking to find additional in-person opportunities in accessible areas. We continue to refine our live learning sessions to provide meaningful educational content. Additionally, we partnered with Care Solace to offer wellness referrals and resources for our scholars, families, and staff. We continue to refine our supplemental subscription offerings, such as Freckle, for example, for academic support in addition to expanding our Multi-Tiered System of Support tutoring hours.

School Climate (LCFF Priority 6)

Introduction

The initial design of the Local Control Funding Formula recognized the critical role that positive school conditions and climate play in advancing student performance and equity. This recognition is grounded in a research base demonstrating that a positive school climate directly impacts indicators of success such as increased teacher retention, lower dropout rates, decreased incidences of violence, and higher student achievement.

In order to support comprehensive planning, LEAs need access to current data. The measurement of school climate provides LEAs with critical data that can be used to track progress in school climate for purposes of continuous improvement, and the ability to identify needs and implement changes to address local needs.

Introduction

LEAs are required, at a minimum, to annually administer a local climate survey. The survey must:

- Capture a valid measure of student perceptions of school safety and connectedness in at least one grade within each grade span the LEA serves (e.g. TK-5, 6-8, 9-12); and

- At a minimum, report disaggregated data by student groups identified in California Education Code 52052, when such data is available as part of the local school climate survey.

Based on the analysis of local data, including the local climate survey data, LEAs are to respond to the following three prompts. Each prompt response is limited to 3,000 characters. An LEA may provide hyperlink(s) to other documents as necessary within each prompt:

Prompt 1 (DATA): Describe the local climate survey data, including available data disaggregated by student groups. LEAs using surveys that provide an overall score, such as the California Healthy Kids Survey, are encouraged to report the overall score for all students as well as available student group scores. Responses 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.

This year, the school again used its annual survey, which included questions from the Mental Health portion of the California Healthy Kids Survey, to help assess the perception of school climate. Although staff worked diligently to encourage participation, the participation rate was less than 20%-- low, but double last year's 10% participation rate.

Results of the mental health and school climate questions:

Some data points of measuring student perceptions of student safety and connectedness are:
There is a teacher or some other adult from my school...
"who really cares about me:
Gr. 6-8 51%, down from 23-24's:69%;
Gr. 9-12: 59%, down from from 78%

"who notices when I'm not there":
Gr. 6-8: 49%, up from 23-24's 42%;
Gr. 9-12: 67%, up from 23-24's 52%

"who listens to me when I have something to say":
Gr. 6-8; 67% down from 23-24's 84:%;
Gr. 9-12: 78%, down from 23-24's 83%

I feel close to people at this school (Strongly Agree/Agree)...
Gr. 6-8 44% down from 23-24's 79%;
Gr.9-12: 63%, the same as 23-24's 63%

I feel like I am part of this school (Strongly Agree/Agree)...
Gr. 6-8 88%, about the same as 23-24's 89%;
Gr.9-12: 95% up from 23-24's 90%

I feel safe in my school.

Gr 6-8 98%,m up when compared to Gr. 7 23-24's 96%;
Gr 9-12: 95%, down from 23-24's Gr 10's 98%

The data on student perceptions of safety and connectedness provide important insights into the school environment across different grade levels. This data compares from last year to see trends.

Seeing a dip in "an adult who really cares about me" and "who listens to me when i have something to say," while a rise in "who notices when I'm not there" is puzzling and could be related to ST switches or student attrition and enrollments throughout the year. Our academic leadership team will make this a priority for staff in the next school year.

Additionally, a dip in students feeling close to to other people at this school, but a slight rise in feeling "a part of this school" is also interesting. One wonder is if the staff training and application on ensuring standard based curriculum is assigned, learned and assessed may be an influence on these trends.

Compass is moving to internalize speech therapy positions, and last year contracted with Care Solace to provide additional mental health support. Further, Compass started weekly WIT (Whatever It Takes) meetings that focus on scholars identified by staff as needing attention. Our belief is that as these initiatives grow, the indicators on scholar connectedness will also improve.

Scholars continue to feel safe at Compass.

Prompt 2 (MEANING): Describe key learnings, including identified needs and areas of strength determined through the analysis of data described in Prompt 1, including the available data disaggregated by student group.

In conclusion, while the overall perception of safety is robust, there are areas that need attention, particularly the decline in perceived care and the decreasing sense of peer connectedness. To address these issues, schools should consider enhancing support systems (including WIT, Care Solace) during the transitional middle school years, improving attendance monitoring and engagement strategies, and implementing programs that foster stronger peer relationships, especially as students advance to higher grades. By focusing on these areas, the school can work towards creating a more supportive, connected, and engaging environment for all students.

Prompt 3 (USE): Describe any changes to existing plans, policies, or procedures that the LEA determines necessary in order to address areas of need identified through the analysis of local data and the identification of key learnings. Include any revisions, decisions, or actions the LEA has, or will, implement for continuous improvement purposes.

Compass has identified as an area of opportunity, more consistent longitudinal data on social emotional learning and mental health, to guide program and service. This school year, Compass administered mySAEBERS, through Renaissance learning for more consistent SEL data collection and analysis. Compass will also work towards getting more participation to surveys to support school climate.. With consistent and present data, Compass will better leverage its engagement opportunities and support services.

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. (response limited to 1,500 characters)

We ensure that every scholar is enrolled in grade-level courses and our counselors use graduation pathway planning tools to make sure that every high school scholar has a pathway to graduation via a broad course of study. Our team has a robust catalog of course offerings linked to our student information system. Scholars enrolled in our Online Learning Program and those in our Options Learning Program who choose to take online courses have access to coursework via Accelerate Education. Our supervising teachers create personalized learning plans using a template to share a clear plan of study for scholars to access. For our English Learners, we adopted the Lexia ELD courses, which are research-based. Scholars advance in language proficiency, which allows them to access our full course offerings. Scholars with exceptional needs have access to supplemental resources to bolster skills to allow full participation in our course of study; these are accessed via our ClassLink single sign-on system. We regularly conduct self-audits to ensure that all scholars are enrolled in their courses per their Master Agreement. We expanded our MTSS tutoring offerings, and we reached out to unduplicated scholar groups to ensure they have the support they need to access the full course of study. For high schoolers, we also track scholar access to Accelerated Course Options Program (ACOP) courses and concurrent enrollment. Scholars with special needs who, per their IEP, cannot complete the grade-level course of study are provided access to and supported with a modified curricular offering. Surveys are used annually to help drive any additional changes that may be needed to promote access to our course of study. We collect attendance at our live learning sessions to track scholar attendance and access. We use a rigorous vetting process for all community providers.

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. (response limited to 1,500 characters)

All scholars at Compass Charter Schools have access to and are enrolled in a broad course of study. Over the last two years, we added in project-based A-G approved coursework on top of the Online A-G course offerings. Our team has a robust catalog of course offerings linked to our student information system which tracks course enrollment and completion. As a virtual school, our curriculum is available online, and the school ensures that all scholars have computer and internet access.

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. (response limited to 1,500 characters)

There are currently no barriers.

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? (response limited to 1,500 characters)

We will continue to evaluate our course offerings and approved community providers list. We continue to evaluate data to determine which supplemental resources are most helpful for scholars to maximize success in their course of study. We have a full time McKinney-Vento Liaison to advocate for and support our families experiencing homelessness and foster youth to ensure their needs are met to be able to access our course of study.

Coordination of Services for Expelled Students – COE Only (LCFF Priority 9)

Assess the degree of implementation of the progress in coordinating instruction for expelled students in your county.

Rating Scale (lowest to highest):
1 - Exploration and Research Phase
2 - Beginning Development
3 - Initial Implementation
4 - Full Implementation
5 - Full Implementation and Sustainability

Coordinating Instruction	1	2	3	4	5
1. Assessing status of triennial plan for providing educational services to all expelled students in the county, including:	[No response required]	[No response required]	[No response required]	[No response required]	[No response required]
a. Review of required outcome data.					
b. Identifying existing educational alternatives for expelled pupils, gaps in educational services to expelled pupils, and strategies for filling those service gaps.					
c. Identifying alternative placements for pupils who are expelled and placed in district community day school programs, but who fail to meet the terms and conditions of their rehabilitation plan or who pose a danger to other district					

Coordinating Instruction	1	2	3	4	5
pupils.					
2. Coordinating on development and implementation of triennial plan with all LEAs within the county.					
3. Establishing ongoing collaboration and policy development for transparent referral process for LEAs within the county to the county office of education or other program options, including dissemination to all LEAs within the county a menu of available continuum of services for expelled students.					
4. Developing memorandum of understanding regarding the coordination of partial credit policies between district of residence and county office of education.					

Coordination of Services for Foster Youth – COE Only (LCFF Priority 10)

Assess the degree of implementation of coordinated service program components for foster youth in your county.

Rating Scale (lowest to highest):

1 - Exploration and Research Phase
2 - Beginning Development
3 - Initial Implementation
4 - Full Implementation
5 - Full Implementation and Sustainability

Coordinating Services	1	2	3	4	5
1. Establishing ongoing collaboration and supporting policy development, including establishing formalized information sharing agreements with child welfare, probation, Local Education Agency (LEAs), the courts, and other organizations to support determining the proper educational placement of foster youth (e.g., school of origin versus current residence, comprehensive versus alternative school, and regular versus special education).					

Coordinating Services	1	2	3	4	5
2. Building capacity with LEA, probation, child welfare, and other organizations for purposes of implementing school-based support infrastructure for foster youth intended to improve educational outcomes (e.g., provide regular professional development with the Foster Youth Liaisons to facilitate adequate transportation services for foster youth).					
3. Providing information and assistance to LEAs regarding the educational needs of foster youth in order to improve educational outcomes.					
4. Providing direct educational services for foster youth in LEA or county-operated programs provided the school district has certified that specified services cannot be provided or funded using other sources, including, but not limited to, Local Control Funding Formula, federal, state or local funding.					
5. Establishing ongoing collaboration and supporting development of policies and procedures that facilitate expeditious transfer of records, transcripts, and other relevant educational information.					
6. Facilitating the coordination of post-secondary opportunities for youth by engaging with systems partners, including, but not limited to, child welfare transition planning and independent living services, community colleges or universities, career technical education, and workforce development providers.					
7. Developing strategies to prioritize the needs of foster youth in the community, using community-wide assessments that consider age group, geographical area, and identification of highest needs students based on academic needs and placement type.					

Coordinating Services	1	2	3	4	5
8. Engaging in the process of reviewing plan deliverables and of collecting and analyzing LEA and COE level outcome data for purposes of evaluating effectiveness of support services for foster youth and whether the investment in services contributes to improved educational outcomes for foster youth.					

Coversheet

Approve the 2025-2026 Local Control Accountability Plan and Local Indicators for Compass Charter Schools of Yolo.

Section: VIII. Approval of the Local Control Accountability Plans for 2025-2026.
Item: C. Approve the 2025-2026 Local Control Accountability Plan and Local Indicators for Compass Charter Schools of Yolo.
Purpose: Vote
Submitted by:
Related Material: 2025_Local_Indicator_Self-Reflection_24-25_Indicators_CCS_Yolo.pdf
2025_LCAP-CCS-Yolo.pdf

2025-26 Local Performance Indicator Self-Reflection

Local Educational Agency (LEA)	Contact Name and Title	Email and Phone
Compass Charter School of Yolo	Elizabeth Brenner Superintendent, CEO	ebrenner@compasscharters.org (805)358-4761

Introduction

The California 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.

This template is intended as a drafting tool and based on the Local Performance Indicator Quick Guide published by CDE in January 2024.

Performance Standards

The approved performance standards require an LEA to:

- Annually measure its progress in meeting the requirements of the specific Local Control Funding Formula (LCFF) priority.
- Report the results as part of a non-consent item at the same public meeting of the local governing board/body at which the Local Control and Accountability Plan (LCAP) is adopted.
- Report results to the public through the Dashboard utilizing the SBE-adopted self-reflection tools for each local indicator.

This Quick Guide identifies the approved standards and self-reflection tools that an LEA will use to report its progress on the local indicators.

Local Indicators

The local indicators address the following state priority areas:

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

- Number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies)

Note: The requested information are all data elements that are currently required as part of the School Accountability Report Card (SARC).

Note: LEAs are required to report the following to their local governing board/body in conjunction with the adoption of the LCAP:

- The LEA’s Teacher Assignment Monitoring and Outcome data available at https://www.cde.ca.gov/ds/ad/tamo.asp.

- The number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home, and

- The number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies)

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/body at the same public meeting at which the LCAP is adopted and reports to educational partners and the public through the Dashboard.

Parent and Family Engagement (LCFF Priority 3)

This measure addresses Parent and Family Engagement, including how an LEA builds relationships between school staff and families, builds partnerships for student outcomes and seeks input for decision-making.

LEAs report progress of how they have sought input from parents in decision-making and promoted parent participation in programs to its local governing board or body using the SBE-adopted self-reflection tool for Priority 3 at the same public meeting at which the LEA adopts its LCAP, and reports to educational partners and the public through the Dashboard.

School Climate (LCFF Priority 6)

The LEA administers an annual local climate survey that captures a valid measure of student perceptions of school safety and connectedness, in at least one grade within each grade span(s) the LEA serves (e.g., TK-5, 6-8, 9-12), and reports the results to its local governing board/body at the same public meeting at which the LCAP is adopted and to educational partners 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/body at the same public meeting at which the LCAP is adopted and reports to educational partners and the public through the Dashboard.

Coordination of Services for Expelled Students – County Office of Education (COE) Only (LCFF Priority 9)

The COE annually measures its progress in coordinating services for foster youth; the COE 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.

Coordination of Services for Foster Youth – COE Only (LCFF Priority 10)

The COE annually measures its progress in coordinating services for foster youth; the COE 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.

Self-Reflection Tools

An LEA uses the self-reflection tools included within the Dashboard to report its progress on the local performance indicator to educational partners 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 educational partners 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
- Number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies)

Note: The requested information are all data elements that are currently required as part of the School Accountability Report Card (SARC).

Note: LEAs are required to report the following to their local governing board/body in conjunction with the adoption of the LCAP:

- The LEA’s Teacher Assignment Monitoring and Outcome data available at https://www.cde.ca.gov/ds/ad/tamo.asp.
- The number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home, and
- The number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies)

Academic Year	Total Teaching FTE	Clear	Out-of-Field	Intern	Ineffective	Incomplete	Unknown	N/A
2022-2023	31.8	63.1%	33.6%	0	0.3	2.2	0	0

Access to Instructional Materials	Number	Percent
Students Without Access to Own Copies of Standards-Aligned Instructional Materials for Use at School and at Home	0	0

Facility Conditions	Number
Identified Instances Where Facilities Do Not Meet The “Good Repair” Standard (Including Deficiencies and Extreme Deficiencies)	0

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 1: Narrative Summary (Limited to 3,000 characters)
In the narrative box provided on the Dashboard, identify the locally selected measures or tools that the LEA is using to track its progress in implementing the state academic standards adopted by the state board and briefly describe why the LEA chose the selected measures or tools.

Additionally, summarize the LEA's progress in implementing the academic standards adopted by the SBE, based on the locally selected measures or tools. The adopted academic standards are:

- English Language Arts (ELA) – Common Core State Standards for ELA
- English Language Development (ELD) (Aligned to Common Core State Standards for ELA)
- Mathematics – Common Core State Standards for Mathematics
- Next Generation Science Standards
- History-Social Science
- Career Technical Education
- Health Education Content Standards
- Physical Education Model Content Standards
- Visual and Performing Arts
- World Language

Implementation of State Academic Standards (LCFF Priority 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	1	2	3	4	5
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	1	2	3	4	5
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	

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	1	2	3	4	5
ELA – Common Core State Standards for ELA			3		
ELD (Aligned to ELA Standards)				4	
Mathematics – Common Core State Standards for Mathematics			3		
Next Generation Science Standards			3		
History-Social Science			3		

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	1	2	3	4	5	N/A
Career Technical Education	1					
Health Education Content Standards				4		
Physical Education Model Content Standards				4		
Visual and Performing Arts				4		
World Language				4		

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

Academic Standards	1	2	3	4	5
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			3		

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.

Parental Involvement and Family Engagement (LCFF Priority 3)

Introduction

Family engagement is an essential strategy for building pathways to college and career readiness for all students and is an essential component of a systems approach to improving outcomes for all students. More than 30 years of research has shown that family engagement can lead to improved student outcomes (e.g., attendance, engagement, academic outcomes, social emotional learning, etc.).

Consistent with the California Department of Education's (CDE's) Family Engagement Toolkit: [1]

- Effective and authentic family engagement has been described as an intentional partnership of educators, families and community members who share responsibility for a child from the time they are born to becoming an adult.
- To build an effective partnership, educators, families, and community members need to develop the knowledge and skills to work together, and schools must purposefully integrate family and community engagement with goals for students' learning and thriving.

The LCFF legislation recognized the importance of family engagement by requiring LEAs to address Priority 3 within their LCAP. The self-reflection tool described below enables LEAs to reflect upon their implementation of family engagement as part of their continuous improvement process and prior to updating their LCAP.

For LEAs to engage all families equitably, it is necessary to understand the cultures, languages, needs and interests of families in the local area. Furthermore, developing family engagement policies, programs, and practices needs to be done in partnership with local families, using the tools of continuous improvement.

Instructions

This self-reflection tool is organized into three sections. Each section includes research and evidence-based practices in family engagement:

1. Building Relationships between School Staff and Families
2. Building Partnerships for Student Outcomes
3. Seeking Input for Decision-Making

Based on an evaluation of data, including educational partner input, an LEA uses this self-reflection tool to report on its progress successes and area(s) of need related to 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 its development process, including assessing prior year goals, actions and services and in modifying future goals, actions, and services in the LCAP.

LEAs are to implement the following self-reflection process:

1. Identify the diverse educational partners 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.

2. Engage educational partners 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 educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each of the 12 practices using the following rating scale (lowest to highest):

   1 – Exploration and Research
   2 – Beginning Development
   3 – Initial Implementation
   4 – Full Implementation
   5 – Full Implementation and Sustainability

4. Based on the analysis of educational partner input and local data, respond to each of the prompts pertaining to each section of the tool.

5. Use the findings from the self-reflection process to inform the annual update to the LCAP and the LCAP development process, as well as the development of other school and district plans.

Sections of the Self-Reflection Tool

Section 1: Building Relationships Between School Staff and Families

Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each practice in this section 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

Practices	Rating Scale Number
1. 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
2. Rate the LEA's progress in creating welcoming environments for all families in the community.	4
3. Rate the LEA's progress in supporting staff to learn about each family's strengths, cultures, languages, and goals for their children.	4
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

Building Relationships Dashboard Narrative Boxes (Limited to 3,000 characters)

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.

Compass Charter Schools' Scholar Leadership Council and Parent Advisory Council reviewed the questions for the annual survey and added questions that they felt were important to scholars and parents, in 2024, and in early 2025, Compass conducted its annual survey with mostly the same questions to ensure input from all groups of scholars, families, and staff, as well as our authorizers, Board of Directors, and the community at large. The survey results provided qualitative and quantitative information on our Compass Experience as well as areas of focus and areas of opportunity to explore for the upcoming school year. In reviewing the results, Compass demonstrated continued strength in the following areas: flexibility (flexibility that's available for scheduling, pacing, curriculum, ways to meet state standards, and the ability to complete school work from home), supportive teachers (teachers' understanding, helpfulness, guidance, communication, and availability), independence (being able to work independently and at one's own pace), online nature/ease of use (convenience of online learning, absence of travel, and ease of using the online platform), individualized/personalized learning (ability to tailor education to individual needs, learn in preferred ways, and pursue personal interests), positive learning environment (positive attitudes of teachers, an enjoyable learning experience, as well as a supportive, non-judgmental, inclusive environment), resources/availability of resources (appreciation for the availability and providing of resources, curriculum support, and access to online resources as well as subscriptions), extracurricular/enrichment programs (clubs, field trips, diverse extracurricular activities, and access to enrichment programs along with additional classes), community and family orientation (family-oriented atmosphere, caring community, sense of community, and engagement events), and special education support (positive experiences and support for special education needs were noted).

Further, our tiered re-engagement process continues to focus on restorative practices that solicit collaboration between families and the LEA to further support scholars academic progress and engagement.

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.

Compass Charter School conducted its schoolwide annual survey again in early 2025 in order to ensure input from all groups of scholars, families, and staff. The survey results provided qualitative and quantitative information on our Compass experience as well as areas of focus and areas of opportunity to explore for the upcoming school year.

In reviewing the results, Compass continued to find similarities in focus areas for improvement in building relationships between school staff and families, including the simplification of systems (technology authentication, submitting work samples, and material and educational resource ordering), more opportunities for collaborative and community engagement (virtual and in person events, e.g., live classes, clubs, field trips, study groups), and continued strong communication with the school and supervising teachers.

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.

Compass Charter Schools has identified and implemented early stage implementation on the work to increase trust with all educational partners. This work includes building trust within the staff, scholars, parents, and community, guided by professional development initiatives. Compass' engagement efforts have received high satisfaction, and the engagement and marketing teams are applying data to develop plans to increase engagement in underrepresented communities. The school continues outreach, including regular weekly messages, and new efforts to have parent "town hall" style meetings to address changes and arising questions.

Section 2: Building Partnerships for Student Outcomes

Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each practice in this section 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

Practices	Rating Scale Number
5. 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
6. Rate the LEA's progress in providing families with information and resources to support student learning and development in the home.	5
7. 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.	4
8. 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

Building Partnerships Dashboard Narrative Boxes (Limited to 3,000 characters)

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.

With the second annual survey completed based on questions generated with input from the Scholar Leadership Council and Parent Advisory Council, Compass continues its major culture strengthening initiatives. The survey results provided qualitative and quantitative information on our Compass Experience as well as areas of focus and areas of opportunity to explore for the upcoming school year. Compass Charter Schools demonstrated strengths and great progress in the following areas for scholar outcomes: Multi-Tiered System of Support (MTSS), English Learner Support, Tutoring, Social Emotional Learning and Well Being, and our synchronous and asynchronous instruction. Compass is progressing on overcoming obstacles with adopted technology solutions (e.g., Clever, Amazon Storefront), to simplify logging in and ordering resources, to further remove frustrations and eliminate non-learning task time, so more energy can be spent on connecting with families and scholars.

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.

With the second annual survey completed based on questions generated with input from the Scholar Leadership Council and Parent Advisory Council, Compass continues its major culture strengthening initiatives. The survey results provided qualitative and quantitative information on our Compass. The survey results provided qualitative and quantitative information on our Compass Experience as well as areas of focus and areas of opportunity to explore for the upcoming school year. In reviewing the annual survey results, Compass Charter Schools identified the following areas for improvement in building partnerships for scholar outcomes: more flexibility and access to use of funds, resources and service providers; simplification of systems; collaborative engagement opportunities; consistency; and communication.

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.

Compass Charter Schools continues to offer a summer session that utilizes online courses and a supplemental curriculum to increase scholar engagement and outcomes. Compass will also ensure all scholars can access A-G approved courses through board-approved curricula and vendors.

Section 3: Seeking Input for Decision-Making

Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each practice in this section 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

Practices	Rating Scale Number
9. 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
10. Rate the LEA's progress in building the capacity of and supporting family members to effectively engage in advisory groups and decision-making.	4
11. 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

Practices	Rating Scale Number
12. 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

Seeking Input for Decision-Making Dashboard Narrative Boxes (Limited to 3,000 characters)

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.

Compass Charter Schools continues its ongoing processes for seeking input for decision-making. Compass collaborates with all of our educational partners consistently throughout the year via monthly Leadership Team meetings, Scholar Leadership Council meetings, and Staff Advisory Committee meetings; quarterly Parent Advisory Council meetings; and Parent Town Halls and survey administrations throughout the year. During these opportunities, all educational partners review and discuss the progress we are making, make recommendations for improvements, and are equally involved in the decision-making progress.

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.

The current annual survey completed based on questions generated with input from the Scholar Leadership Council and Parent Advisory Council provided qualitative and quantitative information on our Compass Experience as well as areas of focus and areas of opportunity to explore for the upcoming school year. Compass Charter Schools still identifies the following critical areas for improvement in seeking input for decision-making: the need for an increase in participation in state and local assessments and the establishment of a change management process that can better support staff participation and expectations to ensure initiatives are successful.

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.

Based on input and local data, we will continue to work on providing opportunities for engagement that are accessible to our underrepresented families. The full-time McKinney-Vento Liaison provides a conduit for ensuring that some of the most underrepresented families have a voice. We are also looking at our engagement activities for our scholars and looking to find additional in-person opportunities in accessible areas. We continue to refine our live learning sessions to provide meaningful educational content. Additionally, we partnered with Care Solace to offer wellness referrals and resources for our scholars, families, and staff. We continue to refine our supplemental subscription offerings, such as Freckle, for example, for academic support in addition to expanding our Multi-Tiered System of Support tutoring hours.

School Climate (LCFF Priority 6)

Introduction

The initial design of the Local Control Funding Formula recognized the critical role that positive school conditions and climate play in advancing student performance and equity. This recognition is grounded in a research base demonstrating that a positive school climate directly impacts indicators of success such as increased teacher retention, lower dropout rates, decreased incidences of violence, and higher student achievement.

In order to support comprehensive planning, LEAs need access to current data. The measurement of school climate provides LEAs with critical data that can be used to track progress in school climate for purposes of continuous improvement, and the ability to identify needs and implement changes to address local needs.

Introduction
LEAs are required, at a minimum, to annually administer a local climate survey. The survey must:

- Capture a valid measure of student perceptions of school safety and connectedness in at least one grade within each grade span the LEA serves (e.g. TK-5, 6-8, 9-12); and

- At a minimum, report disaggregated data by student groups identified in California Education Code 52052, when such data is available as part of the local school climate survey.

Based on the analysis of local data, including the local climate survey data, LEAs are to respond to the following three prompts. Each prompt response is limited to 3,000 characters. An LEA may provide hyperlink(s) to other documents as necessary within each prompt:

Prompt 1 (DATA): Describe the local climate survey data, including available data disaggregated by student groups. LEAs using surveys that provide an overall score, such as the California Healthy Kids Survey, are encouraged to report the overall score for all students as well as available student group scores. Responses 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.

This year, the school again used its annual survey, which included questions from the Mental Health portion of the California Healthy Kids Survey, to help assess the perception of school climate. Although staff worked diligently to encourage participation, the participation rate was less than 20%-- low, but double last year's 10% participation rate.

Results of the mental health and school climate questions:

Some data points of measuring student perceptions of student safety and connectedness are:
There is a teacher or some other adult from my school...
"who really cares about me:

Gr. 6-8: 56%,up from 23-24's 52%;
Gr. 9-12: 56%, down from 23-24's 63%

"who notices when I'm not there":

Gr.6-8: 44% down from 23-24's 74%;
Gr.9-12: 50%, down from 23-24's 63%

"who listens to me when I have something to say":

Gr. 6-8:69% down from 23-24's 96%;
Gr. 9-12:75%, down from 23-24's 88%

I feel close to people at this school (Strongly Agree/Agree)...

Gr. 6-8: 75%, up from 23-24's 48%;
Gr.9-12: 80% up from 23-24's 56%

I feel like I am part of this school (Strongly Agree/Agree)...

Gr. 6-8 88%, up from 23-24's 82%;
Gr.9-12: 93% up from 23-24's 88%

I feel safe in my school.

Gr. 6-8 100%, up from 23-24's 96%;
Gr. 9-12: 100%, up from 23-24's 96%

The data on student perceptions of safety and connectedness across different grade levels reveal key insights into the school environment. This data compares similar groups from last year. The drops in responses to "notices when I'm not there" and "who listens to me when I have something to say." are concerning, and contradict rising numbers in closeness, feeling a part of the school, and safety.

While the sample size is small, these trends are worthy of evaluating our practices. One wonder is these dis could be related to ST switches or student attrition and enrollments throughout the year. Our academic leadership team will make this a priority for staff in the next school year.

Compass is moving to internalize speech therapy positions, and last year contracted with Care Solace to provide additional mental health support. Further, Compass started weekly WIT (Whatever It Takes) meetings that focus on scholars identified by staff as needing attention. Our belief is that as these initiatives grow, the indicators on scholar connectedness will also improve.

Prompt 2 (MEANING): Describe key learnings, including identified needs and areas of strength determined through the analysis of data described in Prompt 1, including the available data disaggregated by student group.

While the overall perception of safety is strong, there are significant dips in students' feelings of connectedness and being noticed. To address these issues, schools should enhance attendance monitoring and responsiveness, implement programs to foster peer connections and a sense of belonging, particularly in middle school, and continue maintaining high safety standards. By focusing on these areas, the school can create a more supportive and connected environment for all students. It is also noteworthy that the sense of belonging, for a virtual school, is so high.

Prompt 3 (USE): Describe any changes to existing plans, policies, or procedures that the LEA determines necessary in order to address areas of need identified through the analysis of local data and the identification of key learnings. Include any revisions, decisions, or actions the LEA has, or will, implement for continuous improvement purposes.

Compass has identified as an area of opportunity, more consistent longitudinal data on social emotional learning and mental health, to guide program and service. This school year, Compass administered mySAEBERS, through Renaissance learning for more consistent SEL data collection and analysis. Compass will also work towards getting more participation to surveys to support school climate.. With consistent and present data, Compass will better leverage its engagement opportunities and support services

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. (response limited to 1,500 characters)

We ensure that every scholar is enrolled in grade-level courses and our counselors use graduation pathway planning tools to make sure that every high school scholar has a pathway to graduation via a broad course of study. Our team has a robust catalog of course offerings linked to our student information system. Scholars enrolled in our Online Learning Program and those in our Options Learning Program who choose to take online courses have access to coursework via Accelerate Education. Our supervising teachers create personalized learning plans using a template to share a clear plan of study for scholars to access. For our English Learners, we adopted the Lexia ELD courses, which are research-based. Scholars advance in language proficiency, which allows them to access our full course offerings. Scholars with exceptional needs have access to supplemental resources to bolster skills to allow full participation in our course of study; these are accessed via our ClassLink single sign-on system. We regularly conduct self-audits to ensure that all scholars are enrolled in their courses per their Master Agreement. We expanded our MTSS tutoring offerings, and we reached out to unduplicated scholar groups to ensure they have the support they need to access the full course of study. For high schoolers, we also track scholar access to Accelerated Course Options Program (ACOP) courses and concurrent enrollment. Scholars with special needs who, per their IEP, cannot complete the grade-level course of study are provided access to and supported with a modified curricular offering. Surveys are used annually to help drive any additional changes that may be needed to promote access to our course of study. We collect attendance at our live learning sessions to track scholar attendance and access. We use a rigorous vetting process for all community providers.

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. (response limited to 1,500 characters)

All scholars at Compass Charter Schools have access to and are enrolled in a broad course of study. Over the last two years, we added in project-based A-G approved coursework on top of the Online A-G course offerings. Our team has a robust catalog of course offerings linked to our student information system which tracks course enrollment and completion. As a virtual school, our curriculum is available online, and the school ensures that all scholars have computer and internet access.

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. (response limited to 1,500 characters)

There are currently no barriers.

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? (response limited to 1,500 characters)

We will continue to evaluate our course offerings and approved community providers list. We continue to evaluate data to determine which supplemental resources are most helpful for scholars to maximize success in their course of study. We have a full time McKinney-Vento Liaison to advocate for and support our families experiencing homelessness and foster youth to ensure their needs are met to be able to access our course of study.

Coordination of Services for Expelled Students – COE Only (LCFF Priority 9)

Assess the degree of implementation of the progress in coordinating instruction for expelled students in your county.

Rating Scale (lowest to highest):
1 - Exploration and Research Phase
2 - Beginning Development
3 - Initial Implementation
4 - Full Implementation
5 - Full Implementation and Sustainability

Coordinating Instruction	1	2	3	4	5
1. Assessing status of triennial plan for providing educational services to all expelled students in the county, including:	[No response required]	[No response required]	[No response required]	[No response required]	[No response required]
a. Review of required outcome data.					
b. Identifying existing educational alternatives for expelled pupils, gaps in educational services to expelled pupils, and strategies for filling those service gaps.					
c. Identifying alternative placements for pupils who are expelled and placed in district community day school programs, but who fail to meet the terms and conditions of their rehabilitation plan or who pose a danger to other district					

Coordinating Instruction	1	2	3	4	5
pupils.					
2. Coordinating on development and implementation of triennial plan with all LEAs within the county.					
3. Establishing ongoing collaboration and policy development for transparent referral process for LEAs within the county to the county office of education or other program options, including dissemination to all LEAs within the county a menu of available continuum of services for expelled students.					
4. Developing memorandum of understanding regarding the coordination of partial credit policies between district of residence and county office of education.					

Coordination of Services for Foster Youth – COE Only (LCFF Priority 10)

Assess the degree of implementation of coordinated service program components for foster youth in your county.

Rating Scale (lowest to highest):

1 - Exploration and Research Phase
2 - Beginning Development
3 - Initial Implementation
4 - Full Implementation
5 - Full Implementation and Sustainability

Coordinating Services	1	2	3	4	5
1. Establishing ongoing collaboration and supporting policy development, including establishing formalized information sharing agreements with child welfare, probation, Local Education Agency (LEAs), the courts, and other organizations to support determining the proper educational placement of foster youth (e.g., school of origin versus current residence, comprehensive versus alternative school, and regular versus special education).					

Coordinating Services	1	2	3	4	5
2. Building capacity with LEA, probation, child welfare, and other organizations for purposes of implementing school-based support infrastructure for foster youth intended to improve educational outcomes (e.g., provide regular professional development with the Foster Youth Liaisons to facilitate adequate transportation services for foster youth).					
3. Providing information and assistance to LEAs regarding the educational needs of foster youth in order to improve educational outcomes.					
4. Providing direct educational services for foster youth in LEA or county-operated programs provided the school district has certified that specified services cannot be provided or funded using other sources, including, but not limited to, Local Control Funding Formula, federal, state or local funding.					
5. Establishing ongoing collaboration and supporting development of policies and procedures that facilitate expeditious transfer of records, transcripts, and other relevant educational information.					
6. Facilitating the coordination of post-secondary opportunities for youth by engaging with systems partners, including, but not limited to, child welfare transition planning and independent living services, community colleges or universities, career technical education, and workforce development providers.					
7. Developing strategies to prioritize the needs of foster youth in the community, using community-wide assessments that consider age group, geographical area, and identification of highest needs students based on academic needs and placement type.					

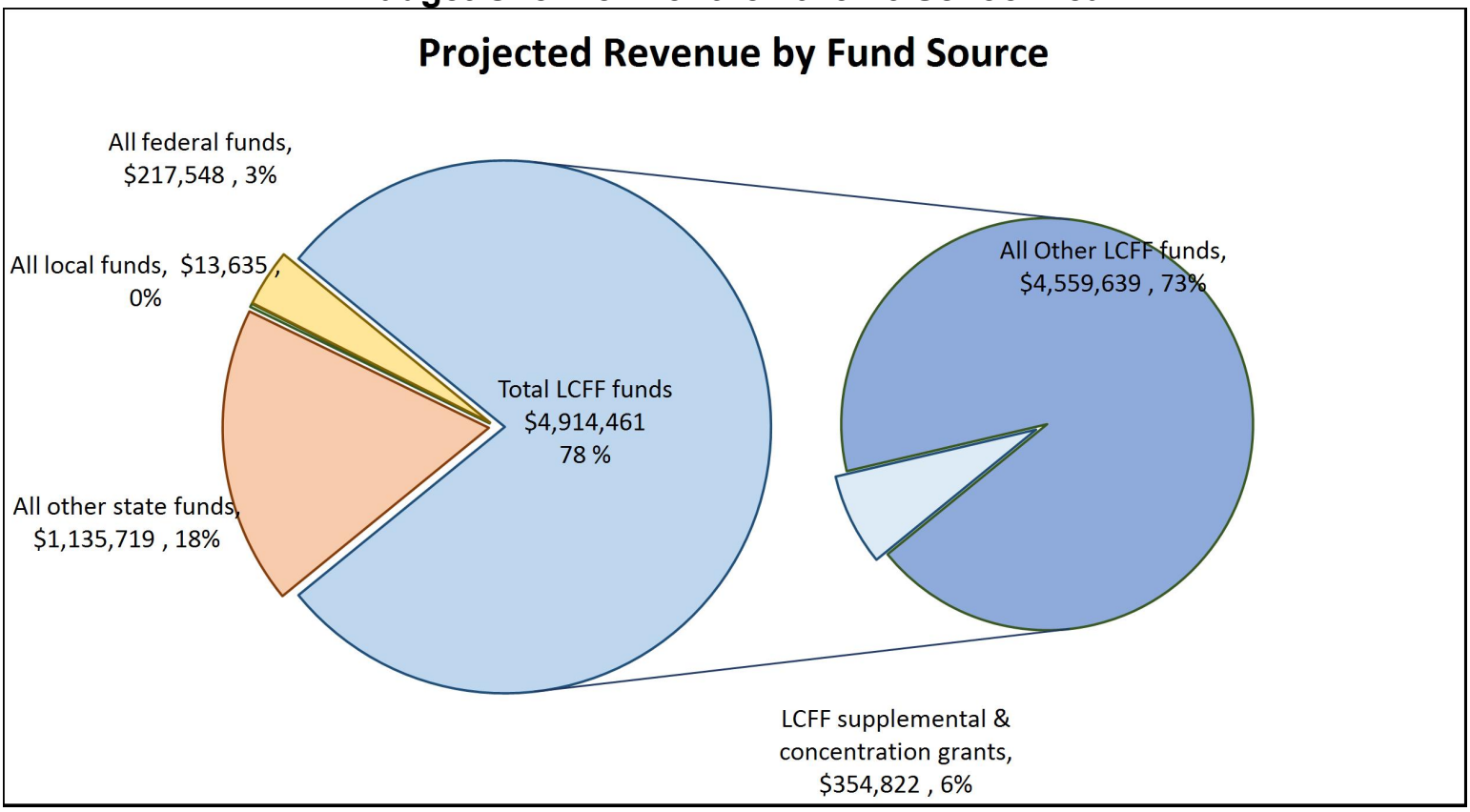
Coordinating Services	1	2	3	4	5
8. Engaging in the process of reviewing plan deliverables and of collecting and analyzing LEA and COE level outcome data for purposes of evaluating effectiveness of support services for foster youth and whether the investment in services contributes to improved educational outcomes for foster youth.					

LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Compass Charter School of Yolo
CDS Code: 57 72702 0139436
School Year: 2025-26
LEA contact information:
Elizabeth Brenner
Superintendent, CEO
ebrenner@compasscharters.org
(805)358-4761

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

Budget Overview for the 2025-26 School Year

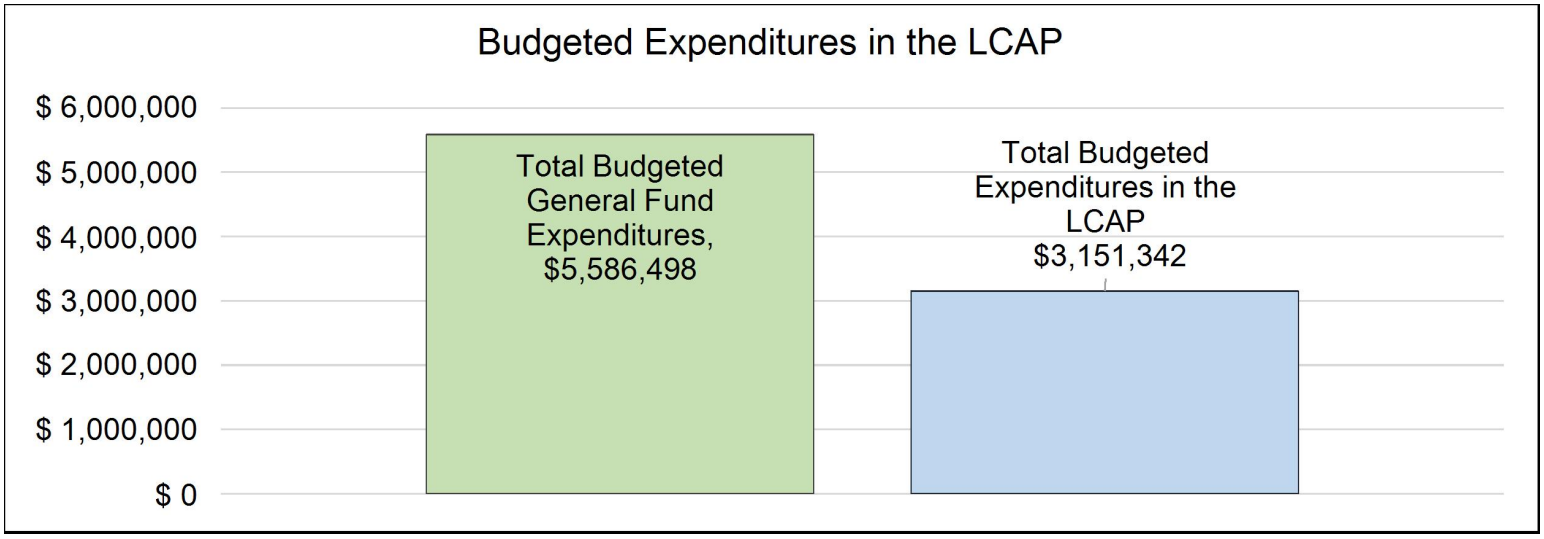


This chart shows the total general purpose revenue Compass Charter School of Yolo expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for Compass Charter School of Yolo is $6,281,363, of which $4914461 is Local Control Funding Formula (LCFF), $1135719 is other state funds, $13635 is local funds, and $217548 is federal funds. Of the $4914461 in LCFF Funds, $354,822.00 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

LCFF Budget Overview for Parents

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



This chart provides a quick summary of how much Compass Charter School of Yolo plans to spend for 2025-26. It shows how much of the total is tied to planned actions and services in the LCAP.

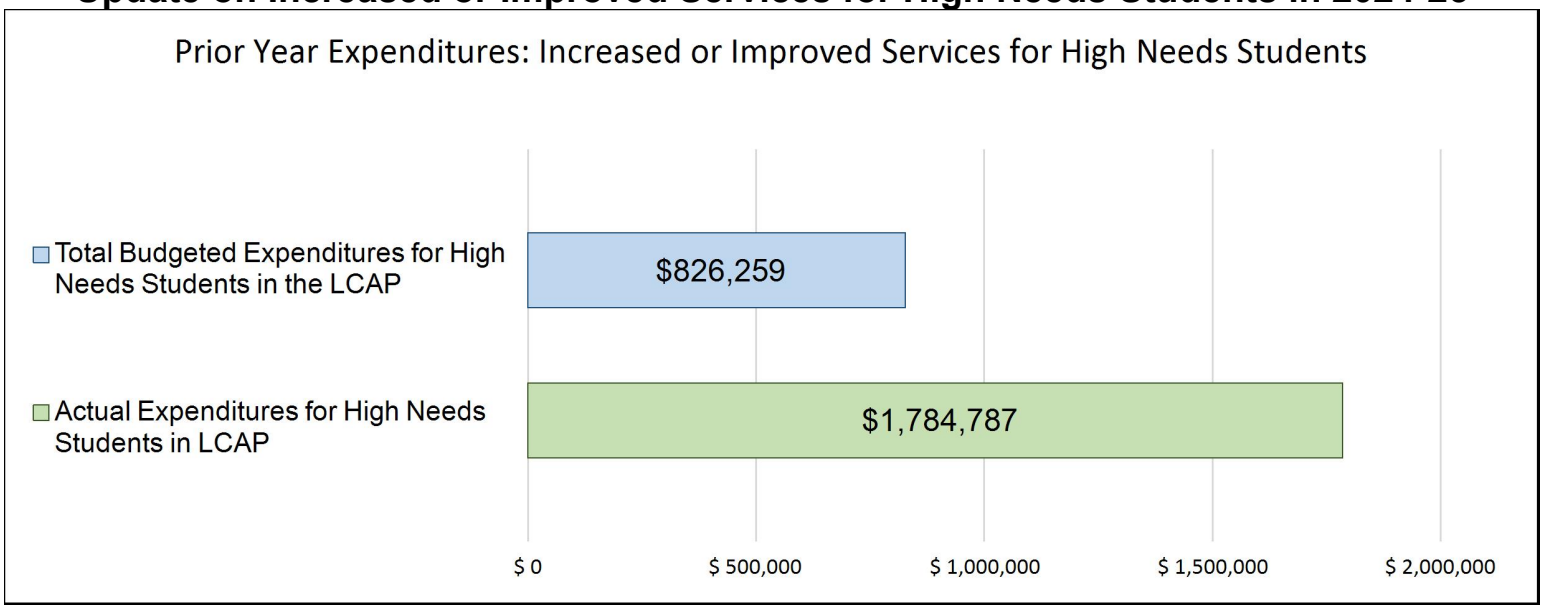
The text description of the above chart is as follows: Compass Charter School of Yolo plans to spend $$5,586,498.29 for the 2025-26 school year. Of that amount, $$3,151,342.00 is tied to actions/services in the LCAP and $2,435,156.29 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

Increased or Improved Services for High Needs Students in the LCAP for the 2025-26 School Year

In 2025-26, Compass Charter School of Yolo is projecting it will receive $354,822.00 based on the enrollment of foster youth, English learner, and low-income students. Compass Charter School of Yolo must describe how it intends to increase or improve services for high needs students in the LCAP. Compass Charter School of Yolo plans to spend $$2,442,489.00 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 2024-25



This chart compares what Compass Charter School of Yolo budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what Compass Charter School of Yolo 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 2024-25, Compass Charter School of Yolo's LCAP budgeted $$826,259.34 for planned actions to increase or improve services for high needs students. Compass Charter School of Yolo actually spent $$1,784,787.00 for actions to increase or improve services for high needs students in 2024-25.

The difference between the budgeted and actual expenditures of $958,527.66 had the following impact on Compass Charter School of Yolo’s ability to increase or improve services for high needs students:

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
Compass Charter School of Yolo	Elizabeth Brenner Superintendent, CEO	ebrenner@compasscharters.org (805)358-4761

Plan Summary [2025-26]

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.

Compass Charter Schools of Yolo (Compass) is a free, personalized learning, public charter school that offers an alternative for scholars to thrive outside of a traditional brick and mortar environment. Compass is directly funded by the state of California and the federal government. We are currently authorized by the Winters Joint Unified School District for scholars in grades TK-12 who reside in Yolo and its adjacent counties and wish to pursue high-quality, and rigorous instructional programs via virtual learning.
Our academic programs are designed with our scholars in mind and provide our families with choices in their virtual education. Compass intentionally matches scholars and families with virtual, at-home, and in-person learning programs that support their lifestyle and vision for success. We provide coordinated academic, social emotional, and college and career readiness support. We continuously improve our personalized learning models and influence a more individualized approach throughout the education sector.
At Compass, scholars are assigned a credentialed supervising teacher (ST) who acts as the Teacher of Record, and supports the scholar by providing both synchronous and asynchronous instruction to personalize their learning. We partner with our families to provide flexible options for scholars to thrive academically, socially, and emotionally. The learning coach (parent or legal guardian) commits to supporting a well-rounded education for their child that addresses state standards. Scholars and learning coaches work with their assigned, credentialed ST to develop a custom personalized learning plan for each scholar.
In compliance with AB 130 and AB 167, scholars in grades TK-3 have access to daily live synchronous instruction; scholars in grades 4-8 have weekly live synchronous instruction and daily live interaction opportunities; and scholars in grades 9-12 have access to weekly live synchronous instruction. During this instruction, scholars participate in Advancement Via Individual Determination (AVID) and research-based instructional activities designed by the teacher to engage in their learning. Our personalized learning model provides flexibility with scholar schedules, so each learning lab is recorded for scholars to view if they cannot attend live. The teachers also provide Q&A office

hours, small group instruction, and one on one sessions to further support scholars. In addition to academic support, each scholar is provided with curriculum, supplies, lessons, and classes to enhance scholar learning. These materials and services are provided by businesses on our approved community providers list.

The mission of Compass is to inspire and develop innovative, creative, self-directed learners, one scholar at a time. We support our scholars, learning coaches, teachers, staff and community through our core values of Achievement, Respect, Teamwork, Integrity, and Communication (ARTIC).
Whatever the reason behind scholars' enrollment at Compass, scholars are provided an environment where they can feel safe and inspired to develop into confident, innovative, creative, self-directed learners. Scholars find success at Compass because they have the support of a dedicated staff and their families.

Reflections: Annual Performance

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

Participation rates and achievement rates in CAASPP ELA and Math have fluctuated over the years. The school will continue to set goals around providing support in ELA and Math to increase the percentage of scholars testing at or above grade level. SED scholars are performing lower than their peers. In this plan, goals are the same for all populations and resources will be concentrated on subgroups that show the greatest gap in achievement. The participation rate of 77% resulted in a significant LOSS penalty that negatively impacted the school's ranking. Although efforts were concentrated in 2024 to increase participation, many parents utilize their right to opt out of state testing. The school has added a goal to increase participation to 95% in order to avoid the LOSS penalty.

The school concentrated on increasing participation in local assessments and achieved a 93% participation rate on the Renaissance STAR assessments. This provided strong scholar achievement data that was used to target interventions and to recognize scholar individual achievement and growth. These assessments drive the MTSS process and we saw strong achievement in scholars who attended intervention tutoring and services. The school continued tracking grade-level performance and growth in the 2024–2025 school year, with strong results across both subjects. In ELA, more than 67% of elementary scholars and nearly 85% of Grade 11 scholars performed at or above grade level, with both groups also maintaining strong growth rates. Math scores showed the most significant improvement, with elementary proficiency increasing from 37% to 62.1%, and Grade 11 performance rising from 32% to 76.9%. While growth in Grades 3–8 Math declined slightly, overall proficiency gains and sustained growth in Grade 11 reflect continued academic progress.

Scholar engagement remains high as evidenced by a 2% chronic absenteeism rate and the cohort dropout rate has decreased to 11%. The school will continue to monitor staffing and access to core curriculum. These measures are consistently met each year as the school maintains a 25:1 credentialed staff to scholar ratio and ensures that all scholars have access to core curriculum. In the 2023-2024 school year, additional core curriculum was also adopted for scholars with special needs.

Reflections: Technical Assistance

As applicable, a summary of the work underway as part of 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
Board of Directors	Board of Directors - Compass Charter Schools is governed by a California nonprofit public-benefit corporation and has an independent Board of Directors who meet six times per year to oversee the school's management, operation, activities, and affairs. The Board of Directors defines, composes, and revises (as needed) the policies of the school and ensures compliance with its agreements and applicable laws and regulations. In earlier meetings, there was discussion on the importance of designing Annual Survey questions to best capture valuable insights from parents and scholars. The members also reviewed the Mid-year LCAP presentation, which outlined goals of enhancing engagement and academic achievement. Later sessions revolved around analyzing data results from the Annual Survey to gain a better understanding of what scholars, parents, and staff valued and what they thought needed improving. These discussions helped in refining final goals for the LCAP.
Administrators	All Leadership Meeting - This meeting gathers the cabinet members and directors of each department and meets on a monthly basis. The team tackles projects and issues that affect all internal departments including Finance, HR, Operations, Academic Programs and Support, Finance, HR, Operations, and IT.

Educational Partner(s)	Process for Engagement
	During several meetings, the creation and update of the Mid-year LCAP and final LCAP were discussed and included LCAP expenditures, data review, goal proposal, funding allocations, contracts review, and metrics alignment. The Leadership Team also met on additional occasions regarding the Annual survey. All Management Team meeting - The CCS Management team meets monthly and is made up of our Directors, Coordinators, and Managers. The meeting's purpose is to develop leadership, build trust within the organization, and improve communication and consistency in our organization. Throughout the year, this group actively participated in Covey 4 Essential Roles of Leadership sessions, followed by collaborative exercises in small focus groups to foster camaraderie and strengthen connections between departments. Additionally, the team has sessions dedicated to creating, reviewing, and updating information related to scholar achievement goals, school culture, Annual Survey and the LCAP.
Teachers and other school personnel	Town Hall Meetings - This meeting is held monthly for all employees and serves as a platform to dispense information regarding our school's performance, organizational goals, structural changes, and scholar program updates. Once per quarter, the topics focus on data received from the California School Dashboard, CALPADS, DataQuest, and other reporting systems. Time is allotted for staff to share achievements and to bring forward ideas for improvements. Annual Survey - Compass Charter Schools sent out an Annual Survey in February that collected staff members' thoughts and feedback. More than 75% of staff responded to the survey. Personnel were asked to rate the importance of academic achievement, college preparedness, community involvement, school culture, parent involvement, scholar engagement, and positive mental health. There were also questions about collaboration and trust between peers, teams, departments, and administrators, as well as questions regarding the effectiveness of internal processes and software

Educational Partner(s)	Process for Engagement
	systems. The final portion asked their opinion about the four goals of the LCAP plan. Annual conference - The school holds an annual, in person conference for all staff that offers employees a dedicated time and space away from the usual work environment to focus on LCAP goals, strategic planning, skill development, team building, and employee engagement. The conference also provides meeting time between Board members and management teams.
Parents	Parent Advisory Council - The Parent Advisory Council serves to provide parent assessment on school policies and procedures at CCS, and to ensure that they are consistent with its Mission, Vision, and Values. They meet bi-monthly during the school year. During these meetings, the Parent Advisory Council members formulated strategies for recruiting parents to join the PAC. They brainstormed ways to boost participation in state testing, and established connections to the District English Learner Advisory Committee. The Superintendent provided an overview of the LCAP and solicited feedback from the group. Members also played a role in shaping the Annual Survey by reviewing questions from previous Annual Surveys, and by making updates to existing questions and creating new topics to explore. After the Annual Survey ran, participants engaged in discussion regarding results and explored ideas for future goals and initiatives. Annual Survey - Compass Charter Schools sent out an Annual Survey in February that collected parents' thoughts and feedback. Over 425 parents responded to the survey, submitting answers to questions about the quality of teaching, curriculum, hours spent on school work and study, and parent communication methods. Parents were also asked to rate the importance of academic achievement, college preparedness, community involvement, parent involvement, school culture, scholar engagement, and positive mental health. The final portion asked their opinion about the four goals of the LCAP plan.

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Educational Partner(s)	Process for Engagement
	Parent Suggestion Box - The Parent Suggestion box is a form that parents can fill out to make suggestions or share ideas they have to make Compass Charter Schools better for its scholars, families, and staff. Suggestions that are submitted are reviewed by the Parent Advisory Council.
Scholars	Scholar Leadership Council - The Scholar Leadership Council is made up of 10 - 20 scholars who provide scholar feedback on school policies and procedures at Compass Charter Schools to ensure that they are consistent with its Mission, Vision, and Values. They meet monthly during the school year. During this school year, scholars provided and refined survey questions for the Annual Survey, ensuring that the questions resonated with scholars across all grade levels and accurately captured their feedback. They determined goals for the number of council members and increased participation in council meetings. In addition, they talked about results from the Annual Survey and shared their feedback on the data presented. Annual Survey - Compass Charter Schools sent out an Annual Survey in February that collected scholars' thoughts and feedback, and 437 scholars responded to the survey. They submitted answers to questions about the quality of teaching, live synchronous instruction, hours spent on schoolwork and study, and scholar communication methods. Scholars were also asked to rate the importance of academic achievement, college preparedness, community involvement, parent involvement, school culture, scholar engagement, and positive mental health. The final portion asked their opinion about the four goals of the LCAP plan. Scholar Suggestion Box - The Scholar Suggestion box is a form that scholars can fill out to make suggestions or share their ideas to make Compass Charter Schools better for its scholars, families, and staff. Suggestions that are submitted are reviewed and discussed by the Scholar leadership Council.

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Educational Partner(s)	Process for Engagement

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

The Local Control and Accountability Plan (LCAP) at Compass Charter Schools was significantly influenced by feedback from various stakeholders, gathered through multiple structured interactions and surveys. Here's an overview of how this feedback shaped the LCAP:

Board of Directors
Survey Design and Data Analysis: The Board emphasized the importance of designing Annual Survey questions to extract meaningful insights from parents and scholars. They reviewed mid-year LCAP presentations and data from these surveys to understand the priorities and areas for improvement, which informed the final LCAP goals.
Goal Refinement: Discussions and analyses of the survey data during Board meetings led to a refinement of the LCAP goals, ensuring they aligned with the needs and preferences of the school community.

All Leadership Meetings
LCAP Expenditures and Metrics: Leadership meetings focused on the creation and updates of the mid-year and final LCAP. Discussions included reviewing LCAP expenditures, funding allocations, and goal proposals, as well as ensuring metrics alignment with the LCAP objectives.
Survey Feedback Integration: The Leadership Team reviewed data from the Annual Survey in these meetings, ensuring that the feedback collected was used to guide decisions and updates to the LCAP.

All Management Team Meetings
Collaborative Goal Setting: Management meetings included sessions on scholar achievement goals, school culture, and the Annual Survey. Feedback from these meetings was used to update the LCAP, fostering a collaborative approach to goal setting and policy development.
Trust and Communication: The team participated in Covey 4ERLS sessions to build trust and improve communication, which helped in creating a more cohesive plan that considered diverse departmental insights.

Town Hall Meetings
Open Feedback and Improvement Ideas: Town Hall meetings provided a platform for all employees to discuss the school’s performance, share achievements, and propose improvements. Quarterly topics included data from various reporting systems, which fed into the LCAP refinement process.
Staff Contributions: These meetings allowed staff to bring forward ideas for improvements, which were considered in the LCAP updates.

Annual Survey
Comprehensive Feedback Collection: The Annual Survey, with a high response rate from staff, collected detailed feedback on academic achievement, college preparedness, school culture, and other areas. This feedback directly influenced the LCAP by highlighting the priorities and concerns of the staff.
Evaluation of Goals: The survey included questions about the four goals of the LCAP plan, enabling the school to adjust these goals based on staff input.

Conference
Focused Planning and Team Building: The annual conference provided a dedicated time for strategic planning, skill development, and team building. Feedback and discussions from the Retreat sessions, including interactions between Board members and management teams, played a critical role in shaping the LCAP.

Through these structured interactions and feedback mechanisms, Compass Charter Schools ensured that the LCAP is responsive to the needs and priorities of its education partners, thereby enhancing engagement, academic achievement, and overall school improvement.

Goals and Actions

Goal

Goal #	Description	Type of Goal
1	Increase scholar academic achievement in core academic subjects.	Broad Goal

State Priorities addressed by this goal.

Priority 1: Basic (Conditions of Learning)
Priority 2: State Standards (Conditions of Learning)
Priority 4: Pupil Achievement (Pupil Outcomes)
Priority 7: Course Access (Conditions of Learning)

An explanation of why the LEA has developed this goal.

To ensure all scholars are achieving at grade level and mastering the state standards through a personalized learning plan as measured by state and local assessments.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1.1	% of teachers who are appropriately credentialed and assigned according to the SARC	2020-2021 100%	2022-23 97.7%		100%	-.3%
1.2	% of students who have access to standards-aligned instructional material	100%	100%		100%	0
1.3	Implementation of State Standards ranking of 4 or higher on the Local Indicator self-reflection tool in each core curricular area	4 in all subjects	4 or 5 in all subjects		5 in all subjects	0
1.4	CAASPP ELA	Schoolwide	Schoolwide		Schoolwide	Schoolwide

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
	% of students in grades 3-8 and 11 who meet or exceed standards in ELA CAASPP.	SBAC ELA (3-8) 52% SBAC ELA (11) 48% SED SBAC ELA (3-8) 34% SBAC ELA (11) 30% SpEd SBAC ELA (3-8) 33% SBAC ELA (11) 0%	SBAC ELA (3-8) 51% SBAC ELA (11) 58% SED SBAC ELA (3-8) 41% SBAC ELA (11) 67% SpEd SBAC ELA (3-8) 29% SBAC ELA (11) 20%		SBAC ELA (3-8) 60% SBAC ELA (11) 60% SED SBAC ELA (3-8) 60% SBAC ELA (11) 60% SpEd SBAC ELA (3-8) 60% SBAC ELA (11) 60%	SBAC ELA (3-8) -1% SBAC ELA (11) +10% SED SBAC ELA (3-8) +7% SBAC ELA (11) +37% SpEd SBAC ELA (3-8) -4% SBAC ELA (11) +20%
1.5	CAASPP Math % of students in grades 3-8 and 11 who meet or exceed standards in Math CAASPP.	Schoolwide SBAC Math (3-8) 34% SBAC Math (11) 32% SED SBAC Math (3-8) 18% SBAC Math (11) 11% SpEd SBAC Math (3-8) 27% SBAC Math (11) 0%	Schoolwide SBAC Math (3-8) 36% SBAC Math (11) 21% SED SBAC Math (3-8) 23% SBAC Math (11) 0% SpEd SBAC Math (3-8) 18% SBAC Math (11) 0%		Schoolwide SBAC Math (3-8) 50% SBAC Math (11) 50% SED SBAC Math (3-8) 50% SBAC Math (11) 50% SpEd SBAC Math (3-8) 50% SBAC Math (11) 50%	Schoolwide SBAC Math (3-8) +2% SBAC Math (11) -11% SED SBAC Math (3-8) +5% SBAC Math (11) -11% SpEd SBAC Math (3-8) -9% SBAC Math (11) 0%

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1.6	CAASPP Participation rate	ELA 77% Math 77%	ELA 86% Math 86%		ELA 95% Math 95%	ELA +9% Math +9%
1.7	CAST	Schoolwide CAST 38% SED CAST 21%	Schoolwide CAST 40% SED CAST 31%		Schoolwide CAST 40% SED CAST 40%	Schoolwide CAST +2% SED CAST +10%
1.8	Percent of scholars at/ above grade level Spring STAR ELA assessments Grades 3-8 and Grade 11	Grades 3-8 61% “At/Above Grade-level” Grade 11 68% “At/Above Grade-level”	Grades 3-8 67.2% “At/Above Grade-level” Grade 11 84.6% “At/Above Grade-level”		Grades 3-8 60% “At/Above Grade-level” Grade 11 60% “At/Above Grade-level”	Grades 3-8 +6.2% “At/Above Grade-level” Grade 11 -16.6% “At/Above Grade-level”
1.9	Percent of scholars demonstrating growth on Spring STAR ELA assessments Grades 3-8 and Grade 11	Grades 3-8 63% Demonstrated growth Grade 11 75% Demonstrated growth	Grades 3-8 67.5% Demonstrated growth Grade 11 75.0% Demonstrated growth		Grades 3-8 60% Demonstrated growth Grade 11 60% Demonstrated growth	Grades 3-8 +4.5% Demonstrated growth Grade 11 0% Demonstrated growth
1.10	Percent of scholars at/ above grade level Spring STAR Math	Grades 3-8 37% “At/Above Grade-level”	Grades 3-8 62.1% “At/Above Grade-level”		Grades 3-8 60% “At/Above Grade-level”	Grades 3-8 +25.1% “At/Above Grade-level”

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
	assessments Grades 3-8 and Grade 11	Grade 11 32% “At/Above Grade-level”	Grade 11 76.9% “At/Above Grade-level”		Grade 11 60% “At/Above Grade-level”	Grade 11 +44.9% “At/Above Grade-level”
1.11	Percent of scholars demonstrating growth on Spring STAR Math assessments Grades 3-8 and Grade 11	Grades 3-8 61% Demonstrated growth Grade 11 54% Demonstrated growth	Grades 3-8 55.4% Demonstrated growth Grade 11 66.7% Demonstrated growth		Grades 3-8 60% Demonstrated growth Grade 11 60% Demonstrated growth	Grades 3-8 -5.6% Demonstrated growth Grade 11 +12.7% Demonstrated growth

Goal Analysis [2024-25]

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.

Overall Implementation:
The implementation of services for English Learners (EL), Socioeconomically Disadvantaged (SED), Homeless, and Foster Youth scholars at the school was largely aligned with the original plan. Each scholar was assigned a highly qualified, appropriately credentialed supervising teacher (ST) with a maximum caseload of 25, who developed and supported a personalized learning plan (PLP) using standards-aligned instructional materials. This caseload is less than the originally planned caseload of 28 to ensure adequate services. EL scholars received targeted language acquisition instruction through interactive English Language Development (ELD) programs such as Lexia and NearPod EL, and all unduplicated scholars had access to the necessary curriculum and supplemental resources.
Instructional Coaches (ICs) and EL staff provided ongoing professional learning focused on ELD integration, instructional differentiation, and effective use of supplemental materials. Observations of integrated ELD strategies were recorded and reviewed through shared spreadsheets, allowing the EL Coordinator and instructional leadership to track implementation across classrooms. EL tutors utilized bite-sized professional development resources designed collaboratively by the EL and Assessment Coordinators, and tutoring was supplemented by live sessions, asynchronous support, and Skills Bootcamps.
The school also implemented targeted interventions and monitoring through MTSS structures, supported 504 scholars with tailored instruction, and provided TeachTown and other curriculum enhancements for scholars with special needs. All unduplicated scholars in grades K–8 were invited to a summer session regardless of benchmark status, contributing to increased services.

Substantive Differences Between Planned and Actual Implementation:
Observation Scope: Although the use of integrated ELD strategies was planned and observed by ICs, only about one-third of staff were observed due to capacity limits. To address this, the EL team suggested expanding observation responsibilities to include coordinators using a standardized template.

Asynchronous Support Expansion: A new mid-year addition included optional asynchronous support (recorded lessons, NearPod activities) for “On Watch” scholars in Spring 2024–25, which was not originally part of the implementation plan.

Enhanced Intervention Tracking: Initial plans did not specify the level of follow-up now being conducted for scholars attending sessions but still in need of additional support—this deeper analysis is a newly added step based on ongoing data review.

Challenges:
Limited observation capacity among ICs restricted the ability to fully monitor ELD integration schoolwide, potentially leading to gaps in feedback and strategy refinement.

Ensuring all targeted scholars RSVP and attend intervention sessions required additional outreach and follow-up, suggesting a challenge in consistent engagement.

Successes:
Academic gains were notable among 504 scholars, with a 14% increase in grade-level proficiency for both Math and Reading compared to the prior year.

32% of intervention scholars tested out of needing support by mid-year, showing effective impact of interventions.

Strong coordination between EL and Assessment teams led to the creation of useful, teacher-friendly ELD resources, which were actively used in live tutoring sessions.

The MTSS Bulletin and Skills Bootcamp demonstrated proactive engagement and outreach to scholars and families, promoting academic growth and a growth mindset culture.

Strategic efforts to increase state assessment participation, particularly among African American families, showed a strong equity-focused initiative to improve CAASPP outcomes and mitigate potential funding penalties.

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 amount budgeted for staffing in goal 1.1 exceeded the original planned amount due to an increase in staff to accommodate a lower caseload of 25 for each teacher.
The amount budget for standards-aligned instructional materials in goal 1.2 exceeded the original planned amount due to increase in need for materials with the increase in enrollment.

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

The actions implemented to support EL, SED, Homeless, and Foster Youth scholars have proven largely effective in advancing progress toward the goal of increasing equitable access to high-quality instruction and academic support.

Assigning each scholar a supervising teacher with a caseload cap of 28 and ensuring access to personalized learning plans and standards-aligned materials has provided a strong foundation for individualized support. This structure has been especially impactful for scholars with specialized needs, including ELs and 504-designated students. For instance, academic growth among 504 scholars has been significant, with a 14% increase in both ELA and Math proficiency rates from the beginning to the middle of the school year, indicating the effectiveness of tailored instructional support.

The integration of targeted language acquisition strategies through platforms like Lexia and NearPod EL, combined with a professional learning plan focused on ELD integration, has contributed to increased instructional coherence. Instructional Coaches' documentation of integrated ELD strategies—although currently limited to a subset of staff—has provided valuable insight into the most effective practices, helping to inform ongoing teacher development. The addition of asynchronous supports for "On Watch" scholars in Spring 2024–25 further enhances access to intervention resources and reflects an adaptive response to evolving student needs.

Tutoring initiatives, including the Skills Bootcamp and live session support, have also shown early success. For example, 32% of scholars receiving intervention support have tested out of the need for continued services—an increase from the beginning of the year. The high participation rate (1,051 sessions in LP2) is further evidence of the program’s reach and impact. Moreover, the collaboration between instructional leaders, tutors, and the EL and Assessment Coordinators has ensured that interventions are data-driven and aligned to scholars’ specific learning needs.

However, some challenges remain. The limited reach of formal observations has made it difficult to ensure consistent implementation of integrated ELD strategies schoolwide. Expanding observation responsibilities to include coordinators would help address this gap. Additionally, ongoing efforts are needed to increase participation in state assessments, particularly among African American scholars, to improve CAASPP outcomes and maintain program funding.

The CAASPP participation rate for Scholars with special needs increased from 77% to 80% which continues to be low. The Special Education Department will continue to work with families to remove barriers to participation to reduce the LOSS penalty. Scholars who qualify to take the CAA will be provided with the resources necessary to participate.

In summary, the majority of actions have been effective in improving academic outcomes, increasing engagement with support services, and building capacity among staff to meet the needs of unduplicated scholars. Continued refinement and expansion of these actions will further strengthen progress toward achieving the goal.

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.

Several adjustments and enhancements were made to the original goal to better meet the needs of EL, SED, Homeless, and Foster Youth scholars as implementation progressed. These changes reflect a responsive and data-informed approach to improving outcomes for unduplicated student groups:

1. Expansion of Support Modalities:

Original Plan Focused on live, synchronous support through tutoring and instructional interventions.
Change: Added asynchronous support options beginning Spring 2024–25 for “On Watch” scholars, including recorded lessons and NearPod activities. This expanded access to intervention resources beyond scheduled live sessions.

2. Observation and Coaching Adjustments:

Original Plan: Instructional Coaches (ICs) were responsible for monitoring the implementation of integrated ELD strategies.
Change: It became evident that ICs could only observe about one-third of the staff annually. As a result, the school identified the need to **develop a standardized observation tool for coordinators** to increase monitoring and ensure more consistent implementation of integrated ELD across all staff.

3. Intervention Identification and Monitoring Enhancements:

Original Plan: Focused on identifying scholars in need of support based on benchmark data and assigning them to tutoring.
Change: The process evolved to include deeper monitoring of scholars who were attending sessions but still underperforming, allowing for tailored support adjustments. Tutors and RS staff began reviewing attendance alongside performance data to make more nuanced instructional decisions.

4. Improved Professional Learning Resources:

Original Plan: General professional development on ELD strategies.

Change: Weekly collaboration between the Assessment and EL Coordinators led to the creation of bite-sized, teacher-friendly resources that were immediately applicable in instruction and tutoring, increasing teacher uptake and effectiveness.

5. Refined Family and Scholar Engagement Strategies:

Original Plan: Standard intervention and assessment participation outreach.
Change: Implementation of a targeted incentive plan focused on increasing state assessment participation rates, with a special emphasis on outreach to African American families to address achievement disparities and protect funding under the CAASPP system.

6. Inclusive Summer Support Expansion:

Original Plan: Summer session eligibility was based on benchmark criteria.
Change: The summer session was opened to all unduplicated scholars in grades K–8, regardless of academic performance, increasing equity in access to additional learning time and contributing toward the LEA's increased services requirement.

7. Lower teacher caseloads
Original plan: 28:1
Change: New caseloads of 25:1 will allow teachers more time to focus on scholas who need additional support.
These changes reflect a more adaptive and equity-focused implementation of the original goal, designed to better support diverse learner needs and improve both academic and engagement outcomes. Would you like this presented in a table or bulleted comparison format?

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
1.1	Credentialed teachers	All EL, SED, Homeless and Foster youth scholars will be assigned a supervising teacher who has the appropriate credentials. Each scholar is assigned a highly qualified teacher who has a maximum caseload of 28 scholars and provides a personalized learning plan customized to meet their unique needs.	$2,326,673.00	Yes
1.2	Standards-aligned instructional materials	All scholars receive standards-aligned instructional materials. All EL, SED, Homeless and Foster youth scholars have access to standards aligned instructional materials that support their personalized learning plan	$665,332.00	No

Action #	Title	Description	Total Funds	Contributing
1.3	ELD Materials	EL scholars will have access to ELD standards-based curriculum and materials including Lexia and NearPod English Learner Program (NearPod EL). Provide targeted language acquisition instruction through an interactive ELD curriculum that models strategies for Emergent Multilingual Scholars (EMS) to master phonemic awareness, spelling, academic vocabulary, reading comprehension, fluency, and writing.	$10,818.00	Yes
1.4	Professional Development for staff serving EL scholars	Provide access to professional development that includes grade level curriculum training, instructional strategies for teaching state standards, effective use of supplemental materials, differentiating instruction to help EMS and LTELS build a conceptual understanding of content and transfer learning to new contexts. Provide professional learning opportunities and resources for teachers on effective strategies for integrating ELD into core content.	$1,000.00	Yes
1.5	MTSS Supports	All scholars will be supported through a Multi-Tiered System of Supports (MTSS) framework. Scholars who are identified as needing Tier 2 and Tier 3 levels of support based on STAR reading and Math assessments will have access to intervention from support staff including Freckle, Intervention Tutoring, Resource Specialists, and IXL. In addition, beginning in the 2025–26 school year, CCS will implement Amira Learning as an adaptive reading screener to proactively identify reading difficulties in K–2 scholars. This implementation aligns with California's new statewide requirement for all schools to administer a state-approved reading difficulties screener starting in the 2025–26 school year. To ensure effective use of the Amira platform, teachers will participate in grant-funded professional learning focused on interpreting results, informing instructional decisions, and supporting early literacy development within the MTSS framework at CCS. We will also be using UPchieve to provide on-demand, 24/7 tutoring for all scholars in grades 6–12. This platform offers content-specific academic support whenever students need it.	$26,884.00	Yes

Action #	Title	Description	Total Funds	Contributing
1.7	Increased participation on state assessments	The school will implement an incentive plan to increase the participation rates on state assessments to avoid future LOSS penalties in order to increase scores on the CAASPP ELA and Math assessments.	$3,452.00	No
1.9	Support for scholars with special needs	Provide scholars with special needs curriculum resources and programs to support increased proficiency on ELA and Math CAASPP and CAA. The school will provide the TeachTown curriculum to scholars with special needs who will benefit from the program.	$10,422.00	No
1.10	Professional Development on serving scholars with special needs	Provide Supervising Teachers, Education Specialists and Learning Coaches with training on accommodations and modifications to provide equal access to testing.	$2,000.00	No
1.11	Summer School Interventions	All unduplicated scholars will be invited to this summer session in grades K-8 regardless of benchmark criteria (counts towards increase in services)	$2,848.00	Yes

Goals and Actions

Goal

Goal #	Description	Type of Goal
2	Increase scholar and parent engagement and involvement.	Broad Goal

State Priorities addressed by this goal.

Priority 3: Parental Involvement (Engagement)
Priority 5: Pupil Engagement (Engagement)
Priority 6: School Climate (Engagement)

An explanation of why the LEA has developed this goal.

Scholar and parent engagement is critical to scholar success, especially in a virtual environment. Parents provide a nurturing learning environment in the home and work closely with credentialed teachers to ensure that each scholar is learning in the way that is best for them. High levels of engagement lead to high levels of attendance, progress, and retention.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
2.1	Annual Survey participation	Staff participation: 146= 71% Parent participation: 479= 29% Scholar participation:394= 16%	Staff participation: 167 81% Parent participation: 426 28% Scholar participation:438 17%		90% staff participation 60% Scholar participation 60% Parent/ LC participation	Staff participation: +10% Parent participation: -1% Scholar participation:+1%
2.2	% of students reporting on the school climate survey that they feel safe at school	73%	99%		80%	+26%

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
2.3	Building Relationships Between School Staff and Families rating on the Local Indicators	4 or 5 in all areas	4 or 5 in all areas		5 in all areas	0
2.4	Building Partnerships for Student Outcomes rating on the Local Indicators	4 or 5 in all areas	4 or 5 in all areas		5 in all areas	0
2.5	Seeking Input for Decision-Making rating on the Local Indicators	4 or 5 in all areas	4 or 5 in all areas		5 in all areas	0
2.6	Attendance Rates	99%	95%		>90%	-4%

Goal Analysis [2024-25]

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.

Overall Implementation Summary: 2024–25 School Year

Compass Charter Schools implemented a broad range of initiatives aligned to LCAP goals to improve technology access, increase stakeholder engagement, and expand academic and mental health supports for scholars—especially for unduplicated student groups (EL, SED, Homeless, Foster Youth). While most planned actions were fully implemented, some refinements and adaptive changes emerged in response to ongoing needs. Below is a synthesis of key implementation areas, substantive differences, challenges, and successes:

Key Actions Implemented

1. Stakeholder Engagement

Distributed the annual LCAP survey in March 2025:

* Parent participation decreased** from 479 (2023–24) to 426.
* Scholar participation increased** from 394 to 438.
* Staff participation increased** from 167 to 185.

* Operated Parent Advisory Council (5 meetings) and Scholar Leadership Council (9 meetings); both provided regular input to the Board.

* Learning Coach Academy held weekly, covering diverse topics with consistently high satisfaction ratings.

2. Technology & Infrastructure

* Chromebook distribution:

* CCS SD: 255 devices (needs 496 more for 1:1 goal)
* CCS LA: 391 devices (needs 608 more for 1:1 goal)
* CCS Yolo: 128 devices (needs 262 more for 1:1 goal)
* Overall, device issues and CAASPP-related tech tickets **decreased by over 25%**.
* **Security Upgrades**:

* Migrated to **Checkpoint** for email security and **ManagedMethods** for web filtering (increased scholar safety and early identification of crisis behaviors).
* All staff and scholars now protected with **multi-factor authentication (MFA)** via Clever.
* Adopted **SysCloud** for data backup and upgraded Google Workspace to **Education Plus**.

3. English Learner Support

* *EL tutoring participation rose to 54%, a 2% gain from the previous year.
* 25% of EM scholars attending 50%+ of tutoring sessions advanced at least one benchmark level.
* Established infrastructure for **ELAC participation tracking** to improve family engagement.

4. Mental Health & Wellness

* Developed a **Mental Health Resource Mapping Guide** with SDCOE.
* Maintained active participation in **CYBHI Consortium** and **COPES suicide prevention initiative**.
* Referred **36 scholars** to mental health services via **Care Solace** (top concerns: anxiety, trauma, depression).
* Used **SAEBRS universal screener** schoolwide for early identification of social-emotional needs.

5. Scholar Engagement & Enrichment

* Engagement opportunities included **field trips**, **community service**, **virtual workshops**, and **scholar-led clubs**.
* Overall satisfaction rate: **98%**; **25% increase in scholar engagement** year-over-year.
* Continued leadership of the **NAMI On Campus High School Club** for mental health awareness and peer support.

Substantive Differences and Mid-Year Additions

* EL tutoring saw improved attendance and progress, though the data collection and reporting infrastructure is still being refined.
* ManagedMethods filtering and crisis alerting replaced a previously device-limited system, broadening coverage across home environments.
* Asynchronous EL supports and expanded LCA topics were added mid-year in response to family and scholar needs.
* Scholar Leadership Council aimed for 80% attendance, but only reached 50%, indicating a gap in consistent engagement despite growth in membership.

Challenges Encountered

* Decline in parent survey participation despite ongoing outreach.
* Gaps in engagement remain among Homeless (20%) and EL (16%) scholars in enrichment opportunities.
* Full implementation of 1:1 Chromebook access remains a goal, contingent on future budget allocation (\$148K–\$200K per region).
* Some schoolwide participation metrics (e.g., CAASPP for SPED) remain below target; sustained outreach is needed.

Successes Achieved

* Scholar tech access expanded significantly, reducing barriers and support needs during testing.
* Improved EL progress and tutoring attendance rates show academic growth for targeted scholars.
* High satisfaction and engagement with Learning Coach Academy and enrichment offerings.
* Expanded safety infrastructure and improved coordination of mental health interventions.
* Increased staff and scholar participation in LCAP feedback processes.

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 amount budget for Technology access for SED Scholars in goal 2.2 exceeded the original planned amount due to 1 to 1 technology initiative.

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

The majority of actions were effective or showed clear progress in meeting the goal of equitable access and support. Actions with strong implementation—especially around technology, mental health, EL support, and engagement—are yielding tangible academic and well-being

outcomes. Areas needing further development include parent engagement (especially among EL families), testing participation among SPED scholars, and consistent implementation of scholar voice structures like the leadership council.

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.

Description of Changes for the Coming Year Based on Reflections on Prior Practice

As part of the annual review and reflection process, Compass Charter Schools identified several areas where adjustments were needed to better align goals, metrics, and actions with scholar needs and operational realities. The following changes were made for the coming school year (2025–26) based on lessons learned and performance outcomes from 2024–25:

Changes to Actions
Expansion of Observation Protocols for ELD Implementation
Change: Integrated ELD strategies will now be observed not only by Instructional Coaches but also by site Coordinators using a shared observation template.
Why: Current observations covered only 1/3 of staff; expanding the scope ensures broader implementation fidelity and more actionable feedback.

Addition of Asynchronous Supports for “On Watch” Scholars
Change: Optional recorded lessons and NearPod activities will be built into intervention offerings for scholars flagged for academic monitoring.
Why: Midyear data showed positive responses to flexible learning supports, prompting a formal inclusion in the next year’s action plan.

New Outreach Strategies to Boost CAASPP Participation (Especially Among SPED Scholars)
Change: The Special Education Department will implement targeted family outreach and accommodation planning to increase state assessment participation.
Why: Participation rates, although improved, remain below desired thresholds and risk triggering LOSS penalties.

Enhanced ELAC Support and Meeting Tracking
Change: A structured tracking system for ELAC meeting frequency and consistency will be implemented.
Why: Ensures compliance and helps build stronger engagement among families of English Learners, an area identified as under-engaged.

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
2.1	Annual Survey	Provide an annual survey to all staff, scholars, and families to ensure that all education partners are heard. Utilize the results of the survey to guide school actions and goals. Analyze survey participation data by subgroup to ensure that we are hearing from all groups.	$1,726.00	No
2.2	Technology Access for SED scholars	Ensure 1:1 technology access (e.g., Chromebooks and internet access support) for all SED scholars at enrollment.	$14,213.00	Yes
2.3	Safe Online Environment	Provide a safe, secure, and productive online environment for scholars by incorporating managed digital systems and services, cloud security, email security, and data security systems.	$6,213.00	No
2.5	Parent and Scholar input	The parent Advisory Council will meet six times per year and will include representatives from a variety of sub-groups. A parent representative will also serve on the Board of Directors of the school. The scholar leadership council will meet nine times per year and will include scholars from multiple grade levels and backgrounds. These councils will provide reports to the Compass Board of Directors and will review data and goals that pertain to the LCAP throughout the year. The council has set a goal to expand its membership to 15 scholars and maintain an attendance rate of 80% by 2028.		No
2.6	Learning Coach Academy	Compass will offer a Learning Coach Academy program that covers support topics of interest for learning coaches.		No
2.7	Scholar Engagement Activities	Compass will provide a variety of extracurricular activities, such as field trips, community service, virtual scholar workshops, scholar-led clubs, and end-of-year scholar celebrations. Offerings are held both in-person in a wide range of areas that we serve as well as online. All offerings are available to all scholars including SED, EL, Foster, and Homeless	$25,890.00	Yes

Action #	Title	Description	Total Funds	Contributing
		scholars. The school will use data systems to evaluate the participation of subgroups in engagement offerings to ensure that all scholars have equal access.		
2.8	Mental Health Supports	Increase access to mental health supports to bridge the gap between schools and mental healthcare providers, ensuring students and families have easy and equitable access to mental healthcare services. Establish a partnership with Care Solace to bridge the gap between schools and mental healthcare professionals.	$1,405.00	Yes

Goals and Actions

Goal

Goal #	Description	Type of Goal
3	Increase college and career readiness for scholars.	Broad Goal

State Priorities addressed by this goal.

Priority 4: Pupil Achievement (Pupil Outcomes)
Priority 5: Pupil Engagement (Engagement)
Priority 7: Course Access (Conditions of Learning)
Priority 8: Other Pupil Outcomes (Pupil Outcomes)

An explanation of why the LEA has developed this goal.

This goal ensures that high school scholars are equipped with the necessary skills and resources for success beyond graduation, whether they choose to pursue higher education or enter the workforce directly. Focusing on college and career readiness aligns with state and national standards, addresses achievement gaps, and contributes to community and economic development.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
3.1	% of students, including unduplicated pupils and students with disabilities, who have access to and are enrolled in a broad course of study.	100%	100%		100%	0
3.2	% of students prepared for college	25%	18%		50%	-7%
3.3	HS Graduation Rate	86%	76%		>75%	-10%
3.4	a-g completion	6%	15%		50%	+9%
3.5	CTE Pathway Completion	0	0		10%	0
3.6	Both CTE & a-g Completion	0	0		10%	0

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
3.7	College credit courses completed	27%	24%		50%	-3%
3.8	% of graduates earning a Golden State Seal Merit Diploma	42%	45%		35%	-3%

Goal Analysis [2024-25]

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.

Compass Charter Schools made substantial progress in implementing its college and career readiness initiatives during the 2024–25 school year. Efforts were largely aligned with planned actions, with a few adjustments made based on reflection, capacity, and evolving scholar needs. Below is a summary of implementation progress, substantive differences, challenges, and key successes:

Implemented Actions
1. Expansion of Concurrent Enrollment Program

Planned: Increase dual enrollment options for high school scholars.

Implemented: Successfully expanded concurrent enrollment with local community colleges, allowing scholars to earn college credit while in high school.

Inclusion Effort: Program expansion included scholars with IEPs, supporting individualized transition plans and postsecondary success.

Result: Broader access to early college and career technical education pathways across the scholar population.

2. Academic Counseling & Course Sequencing

Planned: Improve graduation tracking and course alignment.

Implemented: Counselors provided targeted academic advising and reviewed graduation progress during enrollment windows. Personalized scheduling supported both academic progression and postsecondary pathways.

Challenge: Some delays and scheduling complexities arose due to lack of official academic records for new enrollees.

3. Course Catalog Redesign & Equity in Access

Planned: Make course offerings more transparent and accessible.

Implemented: Course catalogs were fully revised to include:

Detailed descriptions

A–G and NCAA eligibility

Weighted GPA designations

Graduation requirement alignment

Support Materials: Pathway documents were developed to clarify course progression across subject areas.

Equity Focus: All scholars had access to multiple course levels, including remedial, honors, AP, and credit recovery.

4. Academic Strategy Support (ASU Bite-Sized Resources)

Planned: Provide teachers with ongoing instructional resources.

Implemented: High school teams accessed and reviewed ASU bite-sized resources biweekly.

Success: Effective use in online high school teams, with clear implementation tracked in observations.

Need for Improvement: Implementation consistency across all teams requires stronger coordination and lead teacher involvement.

5. AVID Program Strengthening

Planned: Integrate AVID strategies more deeply into instruction.

Implemented: Monthly AVID Site Team meetings, in-service training sessions, and focused PLC discussions occurred.

Cycle 1 Focus: Writing strategies supported by assessment data were prioritized from October to December.

Staff Collaboration: PLCs focused on integrating AVID practices into Learning Labs.

6. RAMP Designation Efforts

Planned: Align counseling services to the ASCA National Model.

Implemented:

CCS San Diego received RAMP designation (January 2025).

RAMP application submitted for additional sites (October 2024), with designation pending.

Substantive Differences in Implementation
Concurrent Enrollment for SPED Scholars: Initially an exploratory goal, this was formally expanded midyear with direct IEP team collaboration and counselor involvement in transition planning.

Course Scheduling for New Scholars: Delays occurred due to incomplete records at enrollment, requiring additional time and flexibility in course planning.

?? Challenges Experienced
Course Scheduling Gaps: Missing or unofficial transcripts at the time of enrollment complicated timely course placement and sequence verification.

Implementation Consistency of ASU Resources: While effective for some teams, resource use is inconsistent across departments without full engagement from all team leads.

?? Successes Achieved
Broadened access to dual enrollment and AP/honors opportunities for all scholars, including those in Special Education.

Revamped, user-friendly course catalogs that support informed decision-making and equitable access.

Increased implementation of writing strategies through AVID and PLCs, aligned to CAASPP goals.

Strengthened alignment of counseling services through RAMP designation and expanded transition support for scholars with IEPs.

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 amount budget for course scheduling in goal 3.5 exceeded the original planned amount due to the inclusive of all counselor salaries as a portion.

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

The actions implemented during the 2024–25 school year have been largely effective in advancing Compass Charter Schools' goal of increasing college and career readiness for all scholars, including those with specialized needs. Below is an analysis of the effectiveness or ineffectiveness of key initiatives:

Effective Actions
1. Expansion of Concurrent Enrollment (Including SPED Scholars)

Effectiveness: Highly effective

Scholars across all subgroups—general education and special education—gained increased access to early college credit and career technical courses.

Counselor participation in IEP meetings enhanced personalization and alignment with transition goals, showing a strong equity-focused implementation.

2. Revamp of Course Catalogs and Pathways

Effectiveness: Effective

Clear, updated course catalogs improved transparency and academic planning for scholars and families.

The addition of course progression pathways and detailed indicators (e.g., A–G eligibility, GPA weighting) supported more strategic course selection.

Scholars now have more equitable access to all course levels, from remedial to AP.

3. Targeted Academic Advising & Course Sequencing Support

Effectiveness: Effective

Counselors effectively guided scholars through the enrollment process, helping ensure that students were placed in courses that supported graduation and postsecondary goals.

Noted Challenge: Scheduling delays occurred due to missing records for new enrollees, which hindered immediate placement in correct course sequences.

4. Implementation of ASU Bite-Sized Instructional Resources

Effectiveness: Moderately effective

Online high school teams consistently used the resources, and observations confirmed impact on instructional quality.

However, inconsistent implementation across departments highlighted the need for more team lead involvement and accountability structures.

5. AVID Program Integration

Effectiveness: Effective

Monthly AVID Site Team meetings, PLCs, and professional development reinforced instructional strategies focused on writing and scholar success skills.

Use of AVID strategies in Learning Labs contributed to increased scholar engagement and academic rigor.

6. RAMP Designation and Counseling Program Development

Effectiveness: Effective

CCS's successful RAMP designation affirmed the school's commitment to comprehensive, data-driven counseling aligned with the ASCA National Model.

Submission of RAMP applications for other sites reflects scalability and momentum in improving schoolwide college and career readiness supports.

Areas Needing Improvement or Monitoring
1. Course Scheduling for New Enrollees

Effectiveness: Partially effective

While counselors were proactive, missing transcripts created gaps in accurate placement.

More robust intake processes or document collection procedures are needed to ensure smooth scheduling upon enrollment.

2. Consistency of Instructional Resource Use (ASU Slides)

Effectiveness: Inconsistent

Teams that used resources effectively showed progress, but implementation fidelity varied.

Full effectiveness will depend on broader adoption and monitoring across all instructional departments.

Overall Summary
Most actions taken during 2024–25 were effective in increasing access, academic preparedness, and personalization of learning pathways. Initiatives such as concurrent enrollment, targeted counseling, AVID integration, and catalog revamps have made clear progress toward the goal of college and career readiness. Ongoing work is needed to improve consistency in instructional strategy implementation and to streamline course scheduling for new enrollees.

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.

Following a comprehensive review of implementation outcomes from the 2024–25 school year, Compass Charter Schools has identified key adjustments to its planned goals, metrics, target outcomes, and actions for the coming year. These changes aim to improve program consistency, remove barriers to access, and further align supports to the diverse needs of scholars.

Changes to Planned Actions
1. Strengthening Support for Concurrent Enrollment – Especially for SPED Scholars

Change: Increase counselor participation in IEP meetings across all regions to ensure consistent support for concurrent enrollment planning.

Reason: Success in supporting SPED scholars through transition-aligned dual enrollment prompted plans to standardize this practice schoolwide.

2. Enhanced Collaboration Around Instructional Resource Implementation

Change: Require team leads to facilitate and monitor the use of ASU bite-sized instructional resources during department meetings.

Reason: Implementation was strong in select teams but inconsistent across others. Broader accountability is needed to ensure fidelity and effectiveness.

3. Early Course Planning for New Enrollees

Change: Implement a standardized intake protocol that requires submission of unofficial transcripts or report cards prior to academic advising.

Reason: Incomplete records at enrollment created scheduling delays and hindered course sequencing accuracy.

Changes to Metrics and Target Outcomes
1. New Metric: Course Scheduling Accuracy for New Enrollees

Change: Add a metric to track how many scholars are scheduled into correct sequences within two weeks of enrollment.

Target: 90% placement accuracy within two weeks.

Reason: Addresses challenges faced this year due to missing records and improves responsiveness for incoming scholars.

2. Revised AVID Integration Goals

Change: Refine AVID implementation metrics to include Learning Lab strategy usage, student feedback, and strategy walkthrough observations.

Reason: While AVID was discussed in PLCs and trainings, deeper evidence-based monitoring will help track its classroom impact.

3. RAMP Counseling Program Expansion

Change: Expand goal to seek RAMP designation for all Compass regions by 2027.

Reason: Successful designation in San Diego demonstrated the value of structured, data-driven counseling services.

Additional Improvements for 2025–26
Course Catalog Usability Review

Conduct family focus groups to evaluate clarity and usability of the new course catalogs.

Integrate student voice into future revisions.

Career Technical Education (CTE) Expansion

Explore additional community college partnerships that include CTE certification opportunities.

Align these options with scholars' postsecondary goals captured through academic planning sessions.

Graduation Pathway Monitoring

Strengthen monitoring tools that flag course sequencing errors or off-track graduation progress earlier in the school year.

These refinements demonstrate Compass’s commitment to continuous improvement, equity, and future-ready academic planning. The adjustments are directly informed by implementation data and stakeholder feedback and will further enhance scholar preparation for college, career, and life.

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
3.1	Course Offerings	Annually review and update the courses available to all scholars in order to ensure that the school offers a broad course of study.		No
3.2	RAMP Certification	Achieve RAMP certification for our school counseling program, ensuring the delivery of high-quality, comprehensive counseling services that support the academic, social-emotional, and college/ career development of our scholars.	$574.00	No
3.3	AVID Program	AVID District Leadership training and memberships. Professional Learning provided to all instructional staff by AVID ToSA.	$6,726.00	Yes
3.4	Program for Scholars with Special needs	The school will develop a support and transition program for scholars with special needs 18 -22 year old.	$1,295.00	No
3.5	Course Scheduling	The counseling department will provide personalized scheduling for each scholar that includes concurrent enrollment, summer school, and credit recovery to ensure coherence and consistency with students earning a diploma.	$21,186.00	Yes

Goals and Actions

Goal

Goal #	Description	Type of Goal
4	Ensure that at-promise scholars are making progress toward earning a high school diploma.	Focus Goal

State Priorities addressed by this goal.

Priority 5: Pupil Engagement (Engagement)
Priority 6: School Climate (Engagement)

An explanation of why the LEA has developed this goal.

Compass identifies scholars who are at-promise as those who may fail to earn a high school diploma for a variety of reasons, including irregular attendance, showing a lack of interest for academics, emotional or behavioral problems, a past record of academic underachievement, economic disadvantage, low scores on math or English standardized tests, and expressing a disconnection from the school learning environment.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
4.1	HS Dropout Rate	10%	10%		<10%	0
4.2	Middle School dropout rate	10%	1.49%		<10%	-8.51%
4.3	Suspension Rate*	0	0		0	0
4.4	Expulsion Rate*	0	0		0	0
4.5	Chronic Absenteeism Rate*	Overall 2%	1.2		Overall <5%	-.8%

Goal Analysis [2024-25]

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.

Compass Charter Schools implemented several targeted strategies during the 2024–25 school year to expand access to high school summer school, provide credit recovery options, and support at-promise scholars through personalized interventions and system-wide monitoring. While most actions aligned with initial plans, some elements experienced delays or evolved to better meet student needs. Below is a description of the overall implementation, including substantive differences, challenges, and successes:

Implemented Actions
1. Summer School Credit Recovery Program

Planned: Use Accelerate Education LMS for online high school summer school in July 2025.

Implemented: Platform prepared and finalized ahead of program launch. All incoming 9th graders, current high school students, and unduplicated scholars were offered the opportunity to enroll.

Successes:

24% of high school scholars participated.

74% took credit recovery courses; 26% took courses to earn credit in advance.

95% of all participants passed at least one course.

94% credit recovery success rate; 100% success for scholars earning credits ahead.

27% of participants were unduplicated scholars, and 86% of those passed at least one course.

2. Staffing and Planning

Planned: Finalize staffing after interest survey and enrollment projections.

Implemented: Staff interest survey completed; final staffing to be determined in June 2025 based on actual scholar enrollment.

Adjustment: Timeline remains on track; no major deviations.

3. Scholar Retention Monitoring via Abre Data Platform

Planned: Develop a new data platform to improve scholar retention tracking and reporting.

Implemented: Initial stages completed in collaboration with Abre; however, the project is behind schedule and will continue into the 2025–26 school year.

Challenge: Delay in full implementation limited access to real-time dropout and engagement data.

4. Counseling & Intervention Supports for At-Promise Scholars

Planned: Deliver personalized counseling and interventions to support high-needs scholars.

Implemented: Ongoing individual and group counseling, college and career planning, and referral to academic and mental health services.

Success: Counselors actively tracked interventions for at-promise scholars, connecting them to appropriate supports to increase diploma completion readiness.

5. Dropout Prevention and Early Identification

Planned: Leverage cohort monitoring and WIT (Whatever It Takes) team collaboration to reduce dropouts.

Implemented: Despite a reported 13 dropouts (DataQuest), cross-departmental cohort monitoring and flexible learning options were expanded.

Successes:

Increased collaboration via weekly WIT meetings.

Early identification systems triggered timely support referrals.

Challenge: Scholar mobility and socioeconomic barriers continue to pose risks to retention and consistent engagement.

Substantive Differences and Adjustments
Delayed Data Infrastructure: The Abre platform did not launch as early as expected, requiring ongoing use of interim tracking methods.

Adaptive Counseling Engagement: The counseling team increased involvement with at-promise scholars, expanding beyond traditional support into proactive dropout prevention work.

Key Successes
High course pass rates for all student groups in summer school.

Full course success for scholars taking courses ahead of schedule.

Strong support structures for at-promise scholars and unduplicated groups.

Increased coordination and visibility through WIT meetings and early warning systems.

Challenges
Delays in data system build-out (Abre).

Persistent issues with scholar mobility and external barriers impacting dropout rates.

In summary, Compass Charter Schools successfully implemented most planned actions with notable effectiveness in summer school success rates and scholar intervention supports. The primary area for improvement remains in the timely launch of data systems to support dropout prevention and scholar engagement tracking. Continued focus on flexible pathways and early intervention remains essential for supporting scholar retention and diploma attainment.

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 amount budget for credit recovery in goal 4.1 exceeded the original planned amount due to the price of accelerated education curriculum.
The amount budget for support for homeless scholars in goal 4.5 exceeded the original planned amount due to inclusion of director salary to support scholar community advocate.

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

Effectiveness of Specific Actions in Making Progress Toward the Goal: Summer School & Scholar Retention (2024–25)

Compass Charter Schools made measurable progress toward the goal of increasing credit completion, reducing dropout rates, and supporting at-promise scholars through targeted interventions and expanded summer school programming. Below is an evaluation of the effectiveness or ineffectiveness of specific actions implemented during the year:

Effective Actions
1. High School Summer School Program

Effectiveness: Highly Effective

24% of high school scholars participated in summer school—demonstrating strong engagement.

Credit recovery success: 94% of participants passed at least one course.

Acceleration success: 100% of scholars earning credit ahead passed their courses.

Unduplicated scholar success: 86% passed one or more summer courses.

These results reflect a well-implemented and inclusive program that successfully helped students regain or accelerate credit toward graduation.

2. Inclusive Access for Incoming 9th Graders and At-Promise Scholars

Effectiveness: Effective

All incoming 9th graders and unduplicated scholars had the opportunity to participate, expanding early intervention and academic planning support.

The participation of 27% unduplicated scholars signals intentional outreach and access for priority student groups.

3. Counseling Interventions for At-Promise Scholars

Effectiveness: Effective

School counselors and College & Career Readiness Counselors provided consistent, personalized support.

Targeted individual and group counseling helped address academic and social-emotional barriers, supporting scholars' progress toward diploma completion.

4. Cross-Departmental Collaboration and WIT Meetings

Effectiveness: Effective

Weekly WIT (Whatever It Takes) meetings fostered collaborative problem-solving and rapid response to scholar needs.

Early identification efforts improved through monitoring of cohort data, enabling timely support for disengaged scholars.

Partially Effective or In Progress
5. Development of the Abre Data Platform

Effectiveness: Partially Effective (In Progress)

While initial implementation steps began, the platform is behind schedule and did not reach full functionality during the 2024–25 school year.

As a result, scholar retention data had to be monitored through less integrated systems, limiting the ability to fully assess patterns and make real-time adjustments.

Ineffective or Needing Improvement
6. Dropout Rate Reduction Efforts

Effectiveness: Partially Effective

Despite proactive supports, DataQuest reported 13 dropouts, highlighting continued challenges related to socioeconomic hardship, academic disengagement, and scholar mobility.

While the interventions and collaboration are effective in structure, the dropout rate indicates more intensive or earlier intervention may be needed for higher-risk students.

Overall Summary
Most of the actions taken to support summer school participation and scholar retention were effective in producing positive academic outcomes and engaging at-promise populations. The summer school program in particular demonstrated strong credit recovery and completion results across all subgroups. Ongoing refinement of data infrastructure and intensified support for highly mobile or socioeconomically impacted scholars will be critical to advancing progress toward long-term graduation and retention goals.

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.

Based on a review of 2024–25 implementation outcomes and effectiveness data, Compass Charter Schools will adjust several aspects of its summer school and scholar retention efforts for the 2025–26 school year. These changes reflect a commitment to continuous improvement, equitable access, and stronger early intervention.

Changes to Planned Actions
1. Earlier Identification and Outreach to At-Promise Scholars

Change: Begin identification and outreach to at-promise scholars in March instead of late spring.

Why: Earlier contact will increase scholar participation in summer school and allow counselors to intervene sooner with academic and social-emotional supports.

How: Counselors will use cohort data, WIT meeting input, and prior course failure reports to flag scholars for early engagement.

2. Expanded Summer School Enrollment Window and Counselor-Initiated Scheduling

Change: Open summer school enrollment earlier and allow counselors to pre-schedule high-risk scholars into credit recovery courses.

Why: To reduce missed opportunities and ensure more seamless placement for scholars most in need of credit recovery.

3. Strengthen Summer School Family Communication Plan

Change: Implement a multi-touchpoint family communication strategy, including email, text, phone calls, and virtual info sessions.

Why: To increase awareness and participation, especially among unduplicated and mobile scholars who may not respond to standard outreach.

Changes to Metrics and Target Outcomes
1. Add Metrics to Monitor At-Promise Scholar Outcomes

New Metrics:

% of at-promise scholars passing 1+ summer school courses

% of dropout-eligible scholars retained into the fall

Why: To better measure the direct impact of interventions on scholar retention and credit completion.

2. Update Abre Platform Implementation Timeline and Use Goals

Change: Extend platform rollout timeline into 2025–26 and set milestones for data integration and user training.

Why: Due to implementation delays, clear checkpoints will ensure progress and functionality in scholar monitoring.

New or Enhanced Target Outcomes
Target: Increase summer school participation among unduplicated scholars by 5 percentage points (from 27% to 32%).

Target: Reduce dropout count by at least 25% year-over-year (from 13 to 9 or fewer).

Target: Ensure that 100% of at-promise scholars identified in spring are offered at least two points of personalized intervention prior to summer.
Program Improvements
Summer School Orientation: Introduce a brief onboarding module in Accelerate Education to support scholar success in navigating the LMS.

Post-Summer Follow-Up: Implement a re-engagement plan for scholars who did not complete summer courses, including early fall credit recovery placement.

These changes are driven by both data and reflection, aiming to increase the impact of summer programming, reduce dropout rates, and more effectively serve scholars who face barriers to graduation.

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
4.1	Credit Recovery	Provide Summer School program for credit recovery and earning credits to earn credits ahead of schedule for high school graduation eligibility	$11,915.00	No
4.3	Retention rates	The school will establish a system within the Abre data suite to track retention rates by grade level and subgroup to identify trends and make adjustments to the support system in response to identified needs.	$5,924.00	No
4.4	Support for 5 year grad cohort	The school will provide targeted interventions including credit recovery, concurrent enrollment and summer school for scholars who need an additional year to meet graduation requirements.		No
4.5	Support for Homeless Scholars	Our dedicated Scholar Community Advocate will make resources and programs available to families and scholars experiencing homelessness. These services will include connections with local resources such as housing, food, transportation, childcare, medical and mental health services..	$4,846.00	Yes

Goals and Actions

Goal

Goal #	Description	Type of Goal
5		

State Priorities addressed by this goal.

An explanation of why the LEA has developed this goal.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline

Goal Analysis [2024-25]

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.

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.

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

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.

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

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [2025-26]

Total Projected LCFF Supplemental and/or Concentration Grants	Projected Additional 15 percent LCFF Concentration Grant
$354,822.00	$0

Required Percentage to Increase or Improve Services for the LCAP Year

Projected Percentage to Increase or Improve Services for the Coming School Year	LCFF Carryover — Percentage	LCFF Carryover — Dollar	Total Percentage to Increase or Improve Services for the Coming School Year
7.782%	0.000%	$0.00	7.782%

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 #	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
1.1	**Action:** Credentialed teachers **Need:** 41% of the scholars have been identified as unduplicated and they receive a personalized education plan that is overseen by an appropriately credentialed teacher. **Scope:**	Each pupil is assessed for their academic, SEL, and financial needs to determine and assign supports specific to their needs	1.11, 1.12,1.13,1.14

Goal and Action #	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
	Schoolwide		
1.5	**Action:** MTSS Supports **Need:** 13.3% of unduplicated pupils require urgent intervention, 6.6% require intervention and 13.3% are on watch in ELA. 16.6% of unduplicated pupils require urgent intervention, 8% require intervention and 15% are on watch in Math **Scope:** Schoolwide	All scholars are identified for interventions according to the MTSS protocols. Unduplicated students are provided with supports specific to their needs.	1.11, 1.12,1.13,1.14
2.2	**Action:** Technology Access for SED scholars **Need:** Low income families need computers and internet access to participate in virtual learning. **Scope:** Schoolwide	The school has prioritized SED families to receive this technology to remove barriers they may encounter due to financial burden.	2.2.2.6
2.7	**Action:** Scholar Engagement Activities **Need:** Families experience barriers to participation in engagement activities such as transportation, costs associated with bringing additional family members, and language barriers.	All families have access to engagement activities. This action is to specifically provide additional support to families experiencing barriers to participation.	2.6

Goal and Action #	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
	Scope: Schoolwide		
2.8	**Action:** Mental Health Supports **Need:** School climate survey results show that unduplicated pupils will benefit from increased mental health services. **Scope:** Schoolwide	Mental health services are provided to all pupils with an emphasis on ensuring that families that have language or income barriers have equal access to these services.	2.2
3.3	**Action:** AVID Program **Need:** Scholars of SED families benefit from AVID services. **Scope:** Schoolwide	AVID is provided to the students of SED families to improve college readiness	2.2, 2.3, 2.7

Limited Actions

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

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
1.3	**Action:** ELD Materials **Need:** The ELD scholar population is below 11. The school provides resources for these scholars to support their language development. **Scope:** Limited to Unduplicated Student Group(s)	EL scholars have access to resources specific to language development.	1.8,1.9
1.4	**Action:** Professional Development for staff serving EL scholars **Need:** The ELD scholar population is below 11. The school provides resources for these scholars to support their language development. **Scope:** Limited to Unduplicated Student Group(s)	Teachers will learn strategies to improve EL proficiency	1.8, 1.9
1.11	**Action:** Summer School Interventions **Need:** SED scholars: SBAC ELA (3-8) 34% SBAC ELA (11) 30% SED scholars: SBAC Math (3-8) 18%, SBAC Math (11) 11%	100% of SEL and EL scholars were offered summer school. 44% of scholars attending summer school are in these populations	1.5, 1.6, 1.8, 1.11, 1.12

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
	Scope: Limited to Unduplicated Student Group(s)		
3.5	**Action:** Course Scheduling **Need:** Continued support to ensure that SED students are prepared for college and maintain a high graduation rate **Scope:** Limited to Unduplicated Student Group(s)	A counselor is assigned to work with SED scholars to develop a personalized graduation plan that identifies any areas of need and ensures they are on track to graduate.	2.2, 2.3, 2.4
4.5	**Action:** Support for Homeless Scholars **Need:** Our families experiencing homelessness have additional barriers to HS graduation. **Scope:** Limited to Unduplicated Student Group(s)	Our dedicated liaison works with each family to identify barriers and connect them with the support they need to be successful.	4.1, 4.2,4.5

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.

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		

2025-26 Total Planned Expenditures Table

LCAP Year	1. 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 %)
Totals	4,559,639	354,822.00	7.782%	0.000%	7.782%

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	$3,151,342.00	$0.00	$0.00	$0.00	$3,151,342.00	$2,391,112.00	$760,230.00

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
1	1.1	Credentialed teachers	English Learners Foster Youth Low Income	Yes	School wide	English Learners Foster Youth Low Income	All Schools		$2,326,673.00	$0.00	$2,326,673.00				$2,326,673.00	
1	1.2	Standards-aligned instructional materials	All	No			All Schools		$0.00	$665,332.00	$665,332.00				$665,332.00	
1	1.3	ELD Materials	English Learners	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools		$0.00	$10,818.00	$10,818.00				$10,818.00	
1	1.4	Professional Development for staff serving EL scholars	English Learners	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools		$0.00	$1,000.00	$1,000.00				$1,000.00	
1	1.5	MTSS Supports		Yes	School wide		All Schools		$21,899.00	$4,985.00	$26,884.00				$26,884.00	
1	1.7	Increased participation on state assessments	All African American	No			All Schools		$0.00	$3,452.00	$3,452.00				$3,452.00	
1	1.9	Support for scholars with special needs	Students with Disabilities	No			All Schools		$0.00	$10,422.00	$10,422.00				$10,422.00	
1	1.10	Professional Development on serving scholars with special needs	Students with Disabilities	No			All Schools		$0.00	$2,000.00	$2,000.00				$2,000.00	

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
1	1.11	Summer School Interventions		Yes	Limited to Unduplicated Student Group(s)		All Schools		$2,158.00	$690.00	$2,848.00				$2,848.00	
2	2.1	Annual Survey	All	No			All Schools		$0.00	$1,726.00	$1,726.00				$1,726.00	
2	2.2	Technology Access for SED scholars	Low Income	Yes	School wide	Low Income	All Schools		$0.00	$14,213.00	$14,213.00				$14,213.00	
2	2.3	Safe Online Environment	All	No			All Schools		$0.00	$6,213.00	$6,213.00				$6,213.00	
2	2.5	Parent and Scholar input	All	No			All Schools									
2	2.6	Learning Coach Academy	All	No			All Schools									
2	2.7	Scholar Engagement Activities	English Learners Foster Youth Low Income	Yes	School wide	English Learners Foster Youth Low Income	All Schools		$0.00	$25,890.00	$25,890.00				$25,890.00	
2	2.8	Mental Health Supports	English Learners Foster Youth Low Income	Yes	School wide	English Learners Foster Youth Low Income	All Schools		$1,405.00	$0.00	$1,405.00				$1,405.00	
3	3.1	Course Offerings	All	No			All Schools									
3	3.2	RAMP Certification	All	No			All Schools		$574.00	$0.00	$574.00				$574.00	
3	3.3	AVID Program		Yes	School wide		All Schools		$5,000.00	$1,726.00	$6,726.00				$6,726.00	
3	3.4	Program for Scholars with Special needs	Students with Disabilities	No			All Schools		$0.00	$1,295.00	$1,295.00				$1,295.00	
3	3.5	Course Scheduling		Yes	Limited to Unduplicated Student Group(s)		All Schools		$21,186.00	$0.00	$21,186.00				$21,186.00	

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
4	4.1	Credit Recovery	All	No			All Schools		$7,371.00	$4,544.00	$11,915.00				$11,915.00	
4	4.3	Retention rates	All	No			All Schools		$0.00	$5,924.00	$5,924.00				$5,924.00	
4	4.4	Support for 5 year grad cohort	All	No			All Schools									
4	4.5	Support for Homeless Scholars	Low Income	Yes	Limited to Unduplicated Student Group(s)	Low Income	All Schools		$4,846.00	$0.00	$4,846.00				$4,846.00	

2025-26 Contributing Actions Table

1. Projected LCFF Base Grant	2. Projected LCFF Supplemental and/or Concentration Grants	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)	4. Total Planned Contributing Expenditures (LCFF Funds)	5. Total Planned Percentage of Improved Services (%)	Planned Percentage to Increase or Improve Services for the Coming School Year (4 divided by 1, plus 5)	Totals by Type	Total LCFF Funds
4,559,639	354,822.00	7.782%	0.000%	7.782%	$2,442,489.00	0.000%	53.568 %	**Total:**	$2,442,489.00
								LEA-wide Total:	$0.00
								Limited Total:	$40,698.00
								Schoolwide Total:	$2,401,791.00

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1.1	Credentialed teachers	Yes	Schoolwide	English Learners Foster Youth Low Income	All Schools	$2,326,673.00	
1	1.3	ELD Materials	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools	$10,818.00	
1	1.4	Professional Development for staff serving EL scholars	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools	$1,000.00	
1	1.5	MTSS Supports	Yes	Schoolwide		All Schools	$26,884.00	
1	1.11	Summer School Interventions	Yes	Limited to Unduplicated Student Group(s)		All Schools	$2,848.00	
2	2.2	Technology Access for SED scholars	Yes	Schoolwide	Low Income	All Schools	$14,213.00	
2	2.7	Scholar Engagement Activities	Yes	Schoolwide	English Learners Foster Youth Low Income	All Schools	$25,890.00	

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
2	2.8	Mental Health Supports	Yes	Schoolwide	English Learners Foster Youth Low Income	All Schools	$1,405.00	
3	3.3	AVID Program	Yes	Schoolwide		All Schools	$6,726.00	
3	3.5	Course Scheduling	Yes	Limited to Unduplicated Student Group(s)		All Schools	$21,186.00	
4	4.4	Support for 5 year grad cohort				All Schools		
4	4.5	Support for Homeless Scholars	Yes	Limited to Unduplicated Student Group(s)	Low Income	All Schools	$4,846.00	

2024-25 Annual Update Table

Totals	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Expenditures (Total Funds)
Totals	$1,020,498.34	$2,318,063.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	**1.1**	Credentialed teachers	Yes	$761,778.00	$1,542,555.00
1	**1.2**	Standards-aligned instructional materials	No	$166,266.00	$592,523.00
1	**1.3**	ELD Materials	Yes	$2,999.00	$2,314.00
1	**1.4**	Professional Development for staff serving EL scholars	Yes	$1,000.00	$522.00
1	**1.5**	MTSS Supports	Yes	$21,365.00	$40,853.00
1	**1.7**	Increased participation on state assessments	No	$475.00	$0.0
1	**1.9**	Support for scholars with special needs	No	$3,842.00	$112.00
1	**1.10**	Professional Development on serving scholars with special needs	No	$2,000.00	$0.0
1	**1.11**	Summer School Interventions	Yes	$3.34	$11,583
2	**2.1**	Annual Survey	No	$1,686.00	$0.0
2	**2.2**	Technology Access for SED scholars	Yes	$3,175.00	$37,749.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
2	2.3	Safe Online Environment	No	$13,486.00	$1,527.00
2	2.5	Parent and Scholar input	No	$0.0	$0.0
2	2.6	Learning Coach Academy	No	$0.0	$0.0
2	2.7	Scholar Engagement Activities	Yes	$5,658.00	$12,687.00
2	2.8	Mental Health Supports	Yes	$1,371.00	$4,181.00
3	3.1	Course Offerings	No	$0.0	$0.0
3	3.2	RAMP Certification	No	$560.00	$172.00
3	3.3	AVID Program	Yes	$3,513.00	$7,226.00
3	3.4	Program for Scholars with Special needs	No	$0.0	$0.0
3	3.5	Course Scheduling	Yes	$20,669.00	$21,349
4	4.1	Credit Recovery	No	$0.0	$1,144.00
4	4.3	Retention rates	No	$5,924.00	$5,924.00
4	4.4	Support for 5 year grad cohort	No	$0.0	$0.0

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
4	**4.5**	Support for Homeless Scholars	Yes	$4,728.00	$35,642.00

2024-25 Contributing Actions Annual Update Table

6. Estimated LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	4. Total Planned Contributing Expenditures (LCFF Funds)	7. Total Estimated Expenditures for Contributing Actions (LCFF Funds)	Difference Between Planned and Estimated Expenditures for Contributing Actions (Subtract 7 from 4)	5. Total Planned Percentage of Improved Services (%)	8. Total Estimated Percentage of Improved Services (%)	Difference Between Planned and Estimated Percentage of Improved Services (Subtract 5 from 8)
$35,4822	$826,259.34	$1,716,661.00	($890,401.66)	0.000%	0.000%	0.000%

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
1	1.1	Credentialed teachers	Yes	$761,778.00	$1,542,555.00		
1	1.3	ELD Materials	Yes	$2,999.00	$2,314.00		
1	1.4	Professional Development for staff serving EL scholars	Yes	$1,000.00	$522.00		
1	1.5	MTSS Supports	Yes	$21,365.00	$40,853.00		
1	1.11	Summer School Interventions	Yes	$3.34	$11,583		
2	2.2	Technology Access for SED scholars	Yes	$3,175.00	$37,749.00		
2	2.7	Scholar Engagement Activities	Yes	$5,658.00	$12,687.00		
2	2.8	Mental Health Supports	Yes	$1,371.00	$4,181.00		
3	3.3	AVID Program	Yes	$3,513.00	$7,226.00		
3	3.5	Course Scheduling	Yes	$20,669.00	$21,349		
4	4.5	Support for Homeless Scholars	Yes	$4,728.00	$35,642.00		

2024-25 LCFF Carryover Table

9. Estimated Actual LCFF Base Grant (Input Dollar Amount)	6. Estimated Actual LCFF Supplemental and/or Concentration Grants	LCFF Carryover — Percentage (Percentage from Prior Year)	10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	8. Total Estimated Actual Percentage of Improved Services (%)	11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)	12. LCFF Carryover — Dollar Amount (Subtract 11 from 10 and multiply by 9)	13. LCFF Carryover — Percentage (12 divided by 9)
4,511,209	$35,4822	0.0	7.865%	$1,716,661.00	0.000%	38.053%	$0.00	0.000%

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Local Control and Accountability Plan Instructions

Plan Summary

Engaging Educational Partners

Goals and Actions

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

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

Introduction and Instructions

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

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

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the California School Dashboard (California Education Code [EC] Section 52064[e][1]). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.

- **Meaningful Engagement of Educational Partners:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful engagement (EC Section 52064[e][1]). Local educational partners possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.

- **Accountability and Compliance:** The LCAP serves an important accountability function because the nature of some LCAP template sections require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:

    - Demonstrating that LEAs are increasing or improving services for foster youth, English learners, including long-term English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (EC Section 52064[b][4-6]).

    - Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (EC sections 52064[b][1] and [2]).

        - **NOTE:** As specified in EC Section 62064(b)(1), the LCAP must provide a description of the annual goals, for all pupils and each subgroup of pupils identified pursuant to EC Section 52052, to be achieved for each of the state priorities. Beginning in 2023–24, EC

Section 52052 identifies long-term English learners as a separate and distinct pupil subgroup with a numerical significance at 15 students.

- Annually reviewing and updating the LCAP to reflect progress toward the goals (EC Section 52064[b][7]).
- Ensuring that all increases attributable to supplemental and concentration grant calculations, including concentration grant add-on funding and/or LCFF carryover, are reflected in the LCAP (EC sections 52064[b][6], [8], and [11]).

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

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

The revised LCAP template for the 2024–25, 2025–26, and 2026–27 school years reflects statutory changes made through Senate Bill 114 (Committee on Budget and Fiscal Review), Chapter 48, Statutes of 2023 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;
- 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.
    - 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 *EC* Section 32526(c)(2); and
            - 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 *EC* Section 32526(d).
                - For information related to the allowable uses of funds and the required needs assessment, please see the Program Information tab on the LREBG Program Information 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.”

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Comprehensive Support and Improvement

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

Schools Identified

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

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

Support for Identified Schools

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

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

Monitoring and Evaluating Effectiveness

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

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

Engaging Educational Partners

Purpose

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

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

Requirements

Requirements

School districts and COEs: *EC* Section 52060(g) and *EC* Section 52066(g) specify the educational partners that must be consulted when developing the LCAP:

- Teachers,

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

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

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

Charter schools: *EC* Section 47606.5(d) requires that the following educational partners be consulted with when developing the LCAP:

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

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

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

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

- For school districts, see *Education Code* Section 52062;
    - **Note:** Charter schools using the LCAP as the School Plan for Student Achievement must meet the requirements of *EC* Section 52062(a).
- For COEs, see *Education Code* Section 52068; and
- For charter schools, see *Education Code* Section 47606.5.

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- **NOTE:** As a reminder, the superintendent of a school district or COE must respond, in writing, to comments received by the applicable committees identified in the *Education Code* sections listed above. This includes the parent advisory committee and may include the English learner parent advisory committee and, as of July 1, 2024, the student advisory committee, as applicable.

Instructions

Respond to the prompts as follows:

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

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

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

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

Complete the table as follows:

Educational Partners

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

Process for Engagement

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

- A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with educational partners. A response may also include information about an LEA's philosophical approach to engaging its educational partners.

- An LEA receiving Equity Multiplier funds must also include a summary of how it consulted with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

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

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

- A sufficient response to this prompt will provide educational partners and the public with clear, specific information about how the engagement process influenced the development of the LCAP. This may include a description of how the LEA prioritized requests of educational partners within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP.

- An LEA receiving Equity Multiplier funds must include a description of how the consultation with educational partners at schools generating Equity Multiplier funds influenced the development of the adopted LCAP.

- For the purposes of this prompt, this may also include, but is not necessarily limited to:
  - Inclusion of a goal or decision to pursue a Focus Goal (as described below)
  - Inclusion of metrics other than the statutorily required metrics
  - Determination of the target outcome on one or more metrics
  - Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
  - Inclusion of action(s) or a group of actions
  - Elimination of action(s) or group of actions
  - Changes to the level of proposed expenditures for one or more actions
  - Inclusion of action(s) as contributing to increased or improved services for unduplicated students
  - Analysis of effectiveness of the specific actions to achieve the goal
  - Analysis of material differences in expenditures
  - Analysis of changes made to a goal for the ensuing LCAP year based on the annual update process
  - Analysis of challenges or successes in the implementation of actions

Goals and Actions

Purpose

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

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

Requirements and Instructions

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

is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students, and to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard.

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

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

Requirement to Address the LCFF State Priorities

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

Respond to the following prompts, as applicable:

Focus Goal(s)

Description

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

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

Type of Goal

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

State Priorities addressed by this goal.

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

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

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

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

Description

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

Focus goals for Equity Multiplier schoolsites must address the following:

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

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

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

Type of Goal

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

State Priorities addressed by this goal.

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

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

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

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

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

Note: *EC* Section 42238.024(b)(1) 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

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

Baseline

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

Year 1 Outcome

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

Year 2 Outcome

- When completing the LCAP for 2026–27, enter the most recent data available. Indicate the school year to which the data applies.

- Note for Charter Schools: Charter schools developing a one-year LCAP may identify the Year 2 Outcome as not applicable when completing the LCAP for 2026–27 or may provide the Year 2 Outcome for 2026–27.

Target for Year 3 Outcome

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

Current Difference from Baseline

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

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

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

Goal Analysis:

Enter the LCAP Year.

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

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

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

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

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

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

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

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

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

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

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- The reasons for the ineffectiveness, and
- How changes to the action will result in a new or strengthened approach.

Actions:

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

Action #

- Enter the action number.

Title

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

Description

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

Total Funds

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

Contributing

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

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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.
    - Prior to identifying the actions included in the LCAP the LEA is required to conduct a needs assessment pursuant to *EC* Section 32526(d). For information related to the required needs assessment please see the Program Information tab on the LREBG

Program Information web page. Additional information about the needs assessment and evidence-based resources for the LREBG may be found on the California Statewide System of Support LREBG Resources 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 *EC* 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 *EC* Section 32526(c)(2).
- 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.

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

Purpose

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

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

Statutory Requirements

An LEA is required to demonstrate in its LCAP how it is increasing or improving services for its students who are foster youth, English learners, and/or low-income, collectively referred to as unduplicated students, as compared to the services provided to all students in proportion to the increase in funding it receives based on the number and concentration of unduplicated students in the LEA (*EC* Section 42238.07[a][1], *EC*

Section 52064[b][8][B]; 5 *CCR* Section 15496[a]). This proportionality percentage is also known as the "minimum proportionality percentage" or "MPP." The manner in which an LEA demonstrates it is meeting its MPP is two-fold: (1) through the expenditure of LCFF funds or through the identification of a Planned Percentage of Improved Services as documented in the Contributing Actions Table, and (2) through the explanations provided in the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.

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

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

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

LEA-wide and Schoolwide Actions

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

- Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient.

- Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increased or improved services standard because enrolling students is not the same as serving students.

For School Districts Only

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

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

Requirements and Instructions

Complete the tables as follows:

Total Projected LCFF Supplemental and/or Concentration Grants

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

Projected Additional 15 percent LCFF Concentration Grant

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

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

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

LCFF Carryover — Percentage

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

LCFF Carryover — Dollar

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

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

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

Required Descriptions:

LEA-wide and Schoolwide Actions

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

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

Complete the table as follows:

Identified Need(s)

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

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

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

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

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

Metric(s) to Monitor Effectiveness

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

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

Limited Actions

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

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

Complete the table as follows:

Identified Need(s)

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

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

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

Metric(s) to Monitor Effectiveness

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

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

- For each action with an identified Planned Percentage of Improved Services, identify the goal and action number and describe the methodology that was used.

- When identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

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

Additional Concentration Grant Funding

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

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

Provide the following descriptions, as applicable to the LEA:

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

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

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

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

Complete the table as follows:

- Provide the staff-to-student ratio of classified staff providing direct services to students with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of classified staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.

    - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.

    - The staff-to-student ratio must be based on the number of full-time equivalent (FTE) staff and the number of enrolled students as counted on the first Wednesday in October of each year.

- Provide the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.

    - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.

    - The staff-to-student ratio must be based on the number of FTE staff and the number of enrolled students as counted on the first Wednesday in October of each year.

Action Tables

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

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

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

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

Total Planned Expenditures Table

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

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

  See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.
- **2. Projected LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants estimated on the basis of the number and concentration of unduplicated students for the coming school year.
- **3. Projected Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5 *CCR* Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.
- **LCFF Carryover — Percentage:** Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).
- **Total Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover —

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

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

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

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

Contributing Actions Table

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

Annual Update Table

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

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

Contributing Actions Annual Update Table

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

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

LCFF Carryover Table

- **9. Estimated Actual LCFF Base Grant**: Provide the total amount of estimated LCFF Target Entitlement for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program,

the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 *CCR* Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs. See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.

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

Calculations in the Action Tables

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

Contributing Actions Table

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

Contributing Actions Annual Update Table

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

- **6. Estimated Actual LCFF Supplemental and Concentration Grants**

- This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on the number and concentration of unduplicated students in the current school year.

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

LCFF Carryover Table

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

- If the Estimated Actual Percentage of Increased or Improved Services (11) is less than the Estimated Actual Percentage to Increase or Improve Services (10), the LEA is required to carry over LCFF funds.

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

- **13. LCFF Carryover — Percentage (12 divided by 9)**

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

California Department of Education
November 2024

Coversheet

Academic Division Update

Section: IX. Academic Services
Item: A. Academic Division Update
Purpose: FYI
Submitted by:
Related Material: Academic Division Board Report 2025_06_21.pdf

BACKGROUND:

Academic Division Update (incudes Prop 28).

COMPASS
CHARTER SCHOOLS

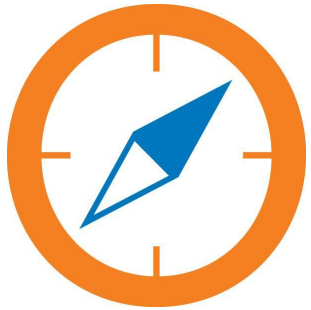
Academic Services Division | Board Report | June 21, 2025

COMPASS
CHARTER SCHOOLS

Our **mission** is to inspire and develop innovative, creative, self-directed learners, one scholar at a time.

Our **vision** is to create an innovative, collaborative, learning environment that supports the diverse needs and goals of each scholar, nurtures a love of learning, and prepares them for future success.

OUR ARTIC VALUES



- **Achievement** — Engage in and take charge of your learning.
- **Respect** — Be respectful in all interactions with fellow scholars, learning coaches, faculty, and staff.
- **Teamwork** — Work cooperatively with all persons involved in your education. “Teamwork makes the Dreamwork.”
- **Integrity** — Behave following strong ethical principles, values and academic honesty.
- **Communication** — Frequently and proactively communicate with all persons involved in your education.

CAO Highlights

- Congratulations Graduates!
  - Graduations & Promotions held 6/11, 12 & 13
  - 77 Graduates and 48 Promoters attended in person!






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www.compasscharters.org




CLASS OF
2025


Certificate of
PROMOTION
PRESIDENT'S
AWARD FOR EDUCATIONAL ACHIEVEMENT




L I U
2025

CAO Highlights

- Compass Conference
  - Planning going well
  - Focus on Culture, Building Capacity, Org WIGS
- First Year of WIT (Whatever It Takes) Data
  - **66** Unique Staff members initiated WIT
  - **83** Staff members participated
  - **139** Scholars supported
  - Will analyze retention and STAR data when EOY results are compiled

CAO Highlights

- Prop 28 Update
  - Prop 28 Compass 2024-2025 Virtual Art Gallery

    *pdf of Virtual Art Gallery at end of slides
  - Art Club
  - Music Club
  - Creating scope and sequence for Art and Music HS Courses
  - Vetted AcceleratedEd (AE) arts and music courses for grade levels & finding appropriate placements
  - Concentration of 4th and 5th grade exposure to art
  - Next year:
    - more middle school art offerings (AE deficiency)_
    - Compass Virtual Concerts!

Academic Support

Highlights 24/25- EMS Team

Family Engagement & ELAC

- Held 4 ELAC meetings (1 more than last year)
- Featured trainings and resources led by EM/ELAC staff committee

Expanded EL Tutor Support

- Increased tutoring from 2 to 3 sessions/week per group
- Supported 10 scholar groups with 1,080 sessions
  — 360 more than last year
- Focused on reading, writing, listening, and speaking

Community & Scholar Recognition

- Hosted Hispanic Heritage Assembly featuring Alex Vazquez (*Volveré*)
- Held K–12 Virtual EM Awards Ceremony honoring ARTIC values:
  Achievement, Respect, Teamwork, Integrity, Communication

Lexia Program Outcomes

- **K–5 (Core5):** 73% advanced ≥1 grade level; 68% met/exceeded usage goals
- **6–12 (PowerUp):** 88% showed Word Study growth; 50%+ at/above grade level in Reading
- **Lexia English:** 70% met usage targets; growth in speaking, listening, grammar
- 1,100+ sessions completed; avg. session = 25 minutes

Academic Support

Highlights 24/25- Scholar Support and Success Teams

Scholar Support

- ❏ 45 scholars were supported by the SST process
- ❏ 92% of seniors with a 504 graduated!
- ❏ 129 scholars were supported with a Section 504 plan

Scholar Success

- ❏ Scholars who participated in MTSS supports attended a combined total of **6,252 sessions**
- ❏ 859 Scholars provided intervention by the Scholar Success team
- ❏ Special Populations we support:
  - ★ 201 Special Education scholars
  - ★ 89 Emergent Multilingual Scholars
  - ★ 35 scholars with a 504
  - ★ 100 supported under McKinney Vento

Counseling

- School Counseling Annual Results
  - School Counseling Advisory Council - Fall 2024
  - School Counseling Advisory Council - Spring 2025

*pdf of Virtual Art Gallery at end of slides

- 2,064-Total 2024/2025 Direct Scholar Sessions
- 60-Staff Referrals
- 35-Care Solace Counselor Handoff Referrals
- 10-Counselor Screenings - Columbia Suicide Severity Rating

Engagement



- **Baseline Data** for 24-25 School Year as of 6/9/25 for Engagement Registrations of Special Populations
  - 29% of **SED** Scholars Registered for 1 or more Engagement Offerings
  - 16% of **EL** Scholars Registered for 1 or more Engagement Offerings
  - 44% of **Foster** Scholars Registered for 1 or more Engagement Offerings
  - 21% of **MKV** Scholars Registered for 1 or more Engagement Offerings
  - On average, a few percentage points up since January but consistent.
- Scholar Celebration Total Counts (Scholars, Staff, Guests) for 12th Grade Graduation & 8th Grade Promotion
  - 12th ~ Poway: 150, Carson: 277, Sacramento: 79
  - 8th ~ Poway: 126, Carson: 217, Sacramento: 75
- Satisfaction Rates & Refinement
  - Engagement event satisfaction rates continue to be consistently high, and the department is remains steadfast in reviewing data and looking at ways to increase participation.

Online learning



- Online scholars in grades 6-12 spent a combined **2851** hours in homeroom learning labs every Wednesday where teachers focused on AVID strategies to support scholar success
- Online scholars attended more than **87%** of their learning labs throughout the school year
- The Online middle school scholars had the highest live, synchronous instruction attendance with **91%** of scholar attending, on average, throughout the year.

Options Learning

- Options leadership pulse check survey results show strong team alignment, engagement, and collaboration. Data will guide PD and improvement efforts in working with other departments and across coordinator teams.
- After 7 years in development, our HS Band is official! Rosters, staff, and infrastructure are in place to support scholar success in the arts.
- OCLC completed its 8th year at Compass, promoting 16 scholars to high school—our largest 8th grade cohort yet!

Special Education



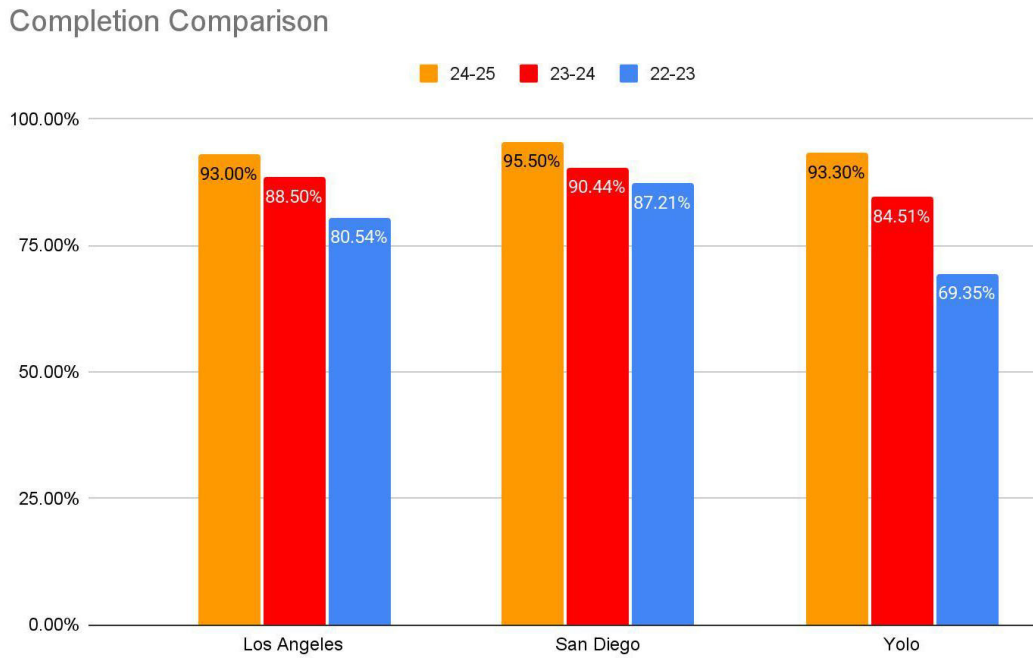
- Compass currently has 392 Scholars with IEPs
- More Scholars have attempted the CAA than in the previous years!
- Completed the 1st year of Teachtown Alternative Curriculum
- Over 40 scholars have signed up for Extended School Year!

Staff Support

CAASPP Participation

- CCS of Los Angeles - 93%
- CCS of San Diego - 95.5%
- CCS of Yolo - 93.3%

We've seen strong progress over the past two years, with participation increasing by approximately 12% in Los Angeles, 8% in San Diego, and 24% in Yolo.



Staff Support

- Final ELPAC Participation
  - We met our federal requirement and completed 100% of all ELPAC testing in all 3 scopes by 5/31
- STAR Participation
  - STAR Early Literacy: 94.5%
  - STAR Reading: 95.3%
  - STAR Math: 94.9%
- Compass Conference Planning
  - The Committee is making significant progress on planning the 2025 conference. The schedule has been finalized and the sessions have been planned. We are working on our Trust and Inspire, Restorative Practices, and our SDI initiatives, in order to focus on building relationships, leading to better cross-departmental collaboration and communication.

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Thank you.

Questions & Comments.



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Tallulah W.
Unnamed, 2025
Watercolor
Grade: 10

ROOM A

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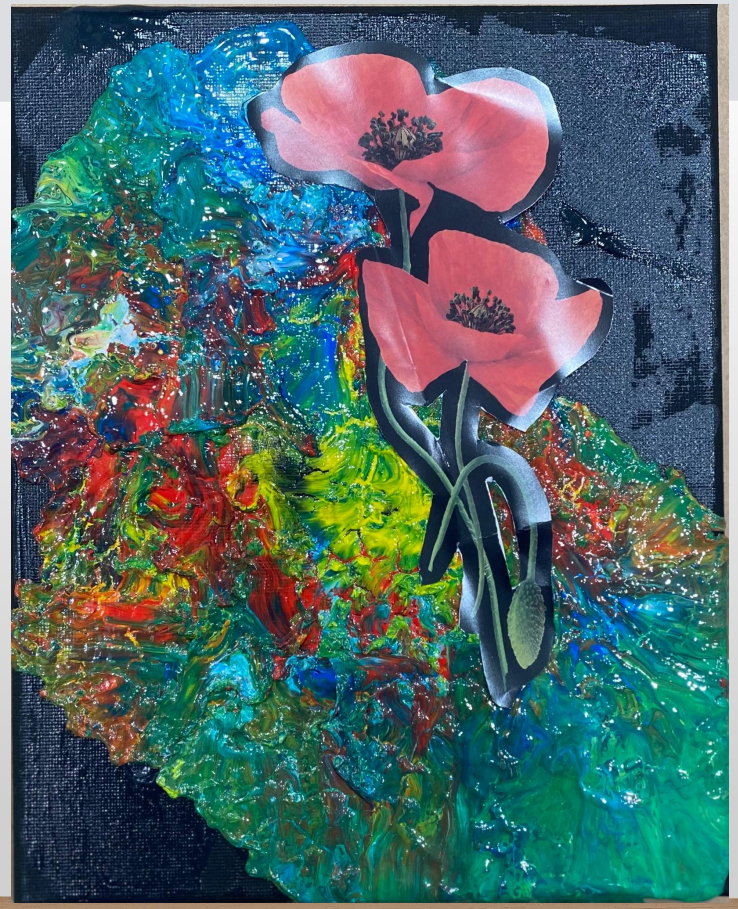
ROOM B



James J.
Untitled, 2025
Acrylic Paint, Painting on skateboard decks
Grade: 4

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ROOM C



Youpeng D.
Summer, 2025
Acrylic Paint, Mixed Media
Grade: 8

ROOM D

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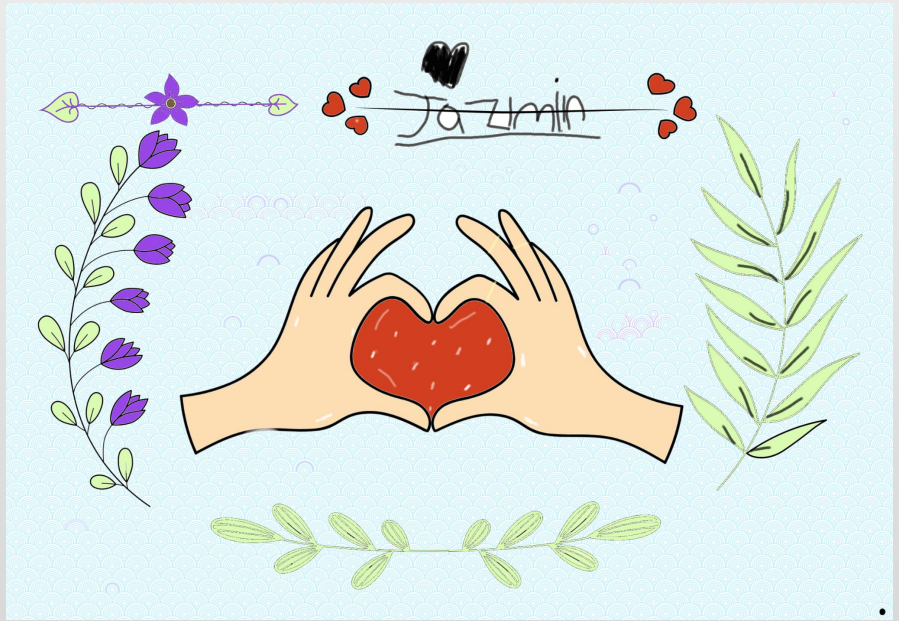


Youpeng D.
Cosmic Bloom, 2025
Acrylic Paint, Mixed Media, Digital, Combined by AI
Grade: 8

ROOM C

SLIDESMANIA.COM

ROOM



Jazmin C.
Jazmin, 2025
Digital
Grade: 4

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ROOMS G & H

ROOM E

ROOM F



Emma R.
BEE Positive, 2025
Gingerbread and Candy
Grade: 6

Powered by BoardOnTrack

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Sydnie M.
Chameleon Art Pastel, 2025
Pastel
Grade: 5

ROOM E

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ROOM F



Liam B.
The beautiful of the dark, 2025
Photography
Grade: 9

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ROOM G



Seraiah M.
Ocean Sunset, 2025
Acrylic
Grade: 8

ROOM H

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Maxwell L.
Mr. and Mrs. Alien, 2025
Pen and Marker
Grade: 1

ROOM G

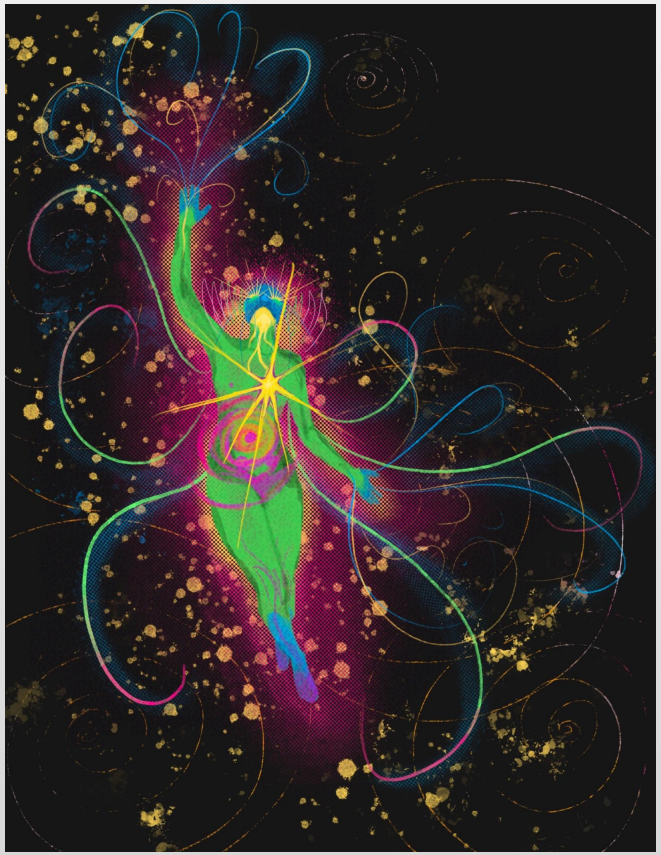
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ROOM H



Jessenia G.
Suffering, 2025
Oil Pastel
Grade: 12

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Freyja H.
Magic is afoot, 2025
Digital
Grade: 7

ROOM I

SLIDESMANIA.COM

ROOM J



Belle R.
Stormy Eagle, 2025
Acrylic on Canvas
Grade: 4

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ROOMS

ROOM K

ROOM L



Amelia F.
Belle, 2025
Pencil
Grade: 5

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Leo N.
Josh The Bird! (Impasto Art) **,** 2025
Chalk Pastels
Grade: K

ROOM K

SLIDESMANIA.COM

ROOM



Emma R.
Nature's Mermaid, 2025
Natural Found Objects
Grade: 6

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O & P

ROOM M

ROOM N

Ethan B.
We will not be defeated, 2025
Pencil
Grade: 9

SLIDESMANIA.COM



Emma R.
Turtle Dreams, 2025
Acrylic Paint
Grade: 6

ROOM

SLIDESMANIA.COM

ROOM



Melody T.
The Last Pegasus, 2025
Pencil
Grade: 7

SLIDESMANIA.COM



Tessa B.
A Spring Day, 2025
Watercolor
Grade: 5

SLIDESMANIA.COM



Isabella G.
Baseball, 2025
Pencil and Charcoal
Grade: 6

ROOM O

SLIDESMANIA.COM



Lucas R.
Arctic Dragon, 2025
Colored Pencil
Grade: 4

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ROOM P



Joaquin C.
Human Computer, 2025
Acrylic Paint
Grade: 6

SLIDESMANIA.COM



ROOM Q

ROOM R

Gemma G.
Gemma01, 2025
Pastel
Grade: K

SLIDESMANIA.COM



Lyla G.
Eevee, 2025
Pen or Ink
Grade: TK

ROOM Q

SLIDESMANIA.COM

ROOM



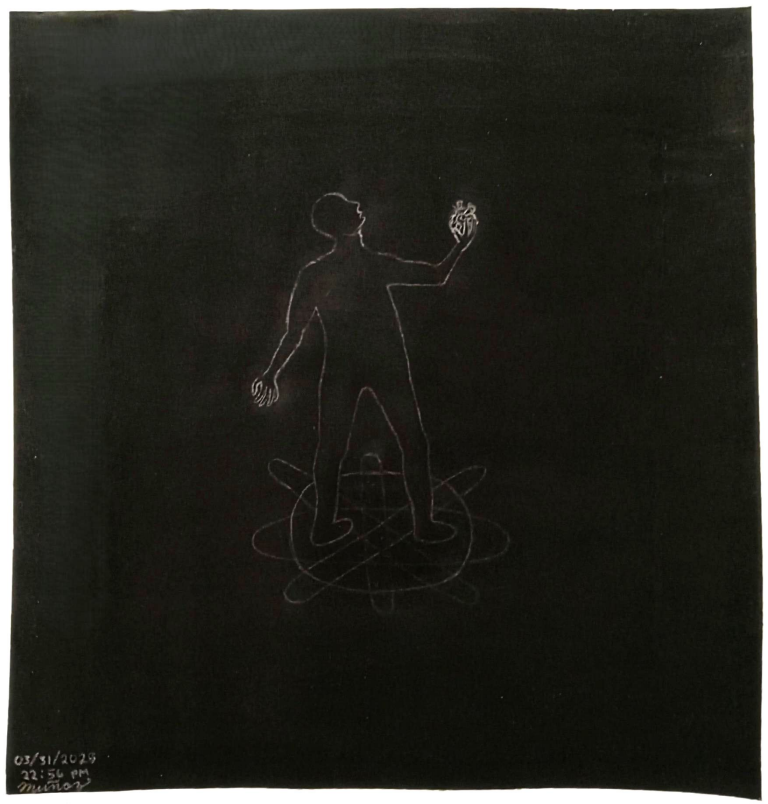
Violet S.
Stitch Gem Art, 2025
Gem Art
Grade: 1

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Jasmine E.
One Day I Am Going to Grow Wings, 2025
Digital
Grade: 7

SLIDESMANIA.COM

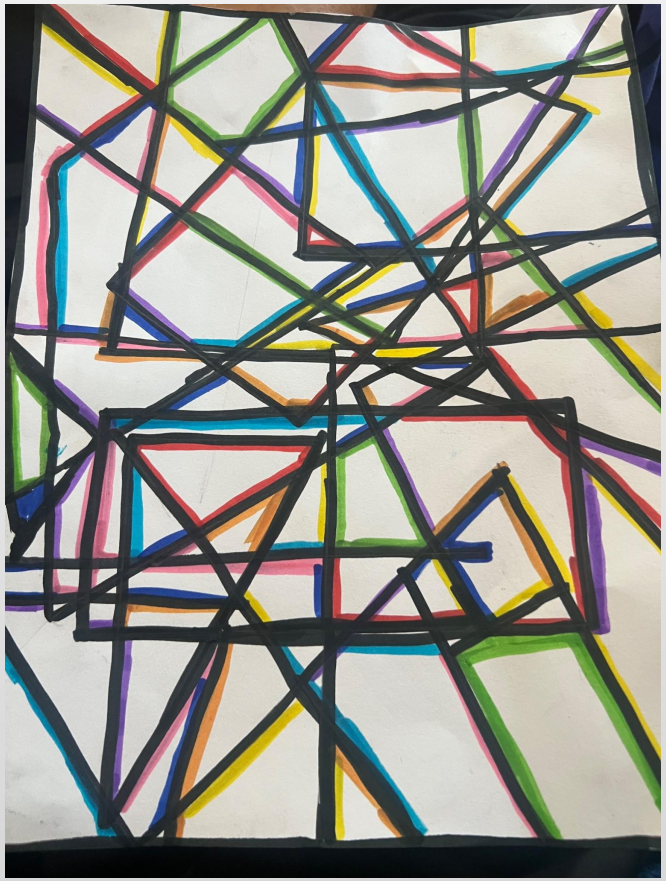


Elizabeth M.
Life is a Beat…Away, 2025
Pencil on Gouache Paint
Grade: 12

ROOMS

SLIDESMANIA.COM

ROOM T



Aniya N.
Prism of Color, 2025
Marker
Grade: 7

SLIDESMANIA.COM

ROOMS W & X

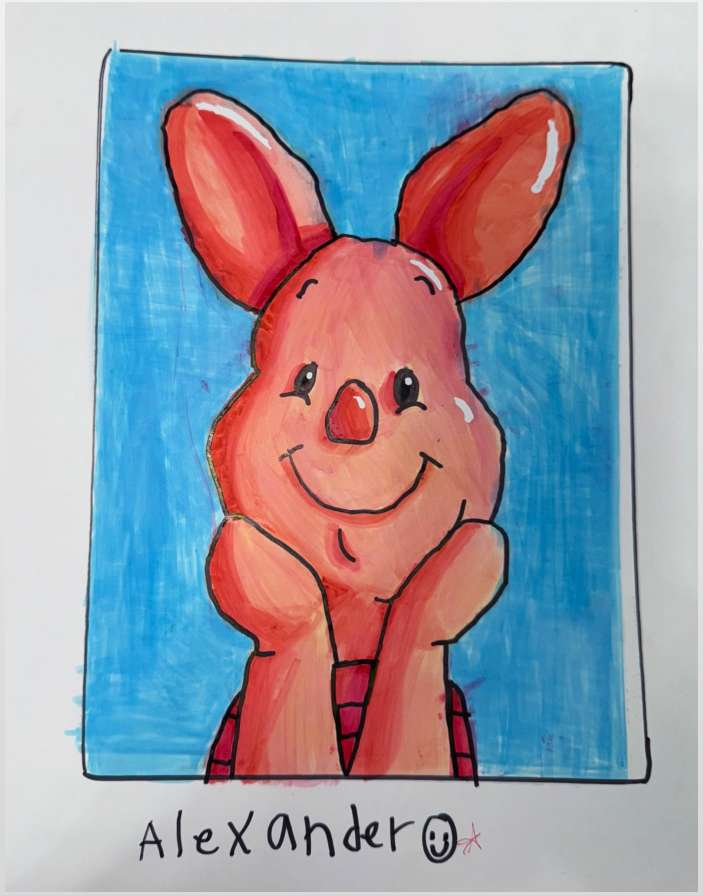
ROOM U



Rebekah V.
Shards, 2025
Watercolor
Grade: 9

ROOM V

SLIDESMANIA.COM



Alexander R.
Piglet, 2025
Marker
Grade: 2

ROOM U

SLIDESMANIA.COM

ROOM V



Alexander R.
Pikachu, 2025
Marker
Grade: 2

SLIDESMANIA.COM

ROOMS

ROOM W

ROOM X



Erik R.
Squidward Tentacles, 2025
Marker
Grade: 4

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Erik R.
Kirby, 2025
Marker
Grade: 4

ROOM W

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ROOM X



Maliyah M.
Couldn't Care Less, 2025
Pencil
Grade: 8

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Natalie L.
Dragon, 2025
Ceramic
Grade: 3

ROOM Y

SLIDESMANIA.COM



Mia L.
Frog, 2025
Ceramics
Grade: 5

SLIDESMANIA.COM



EXIT

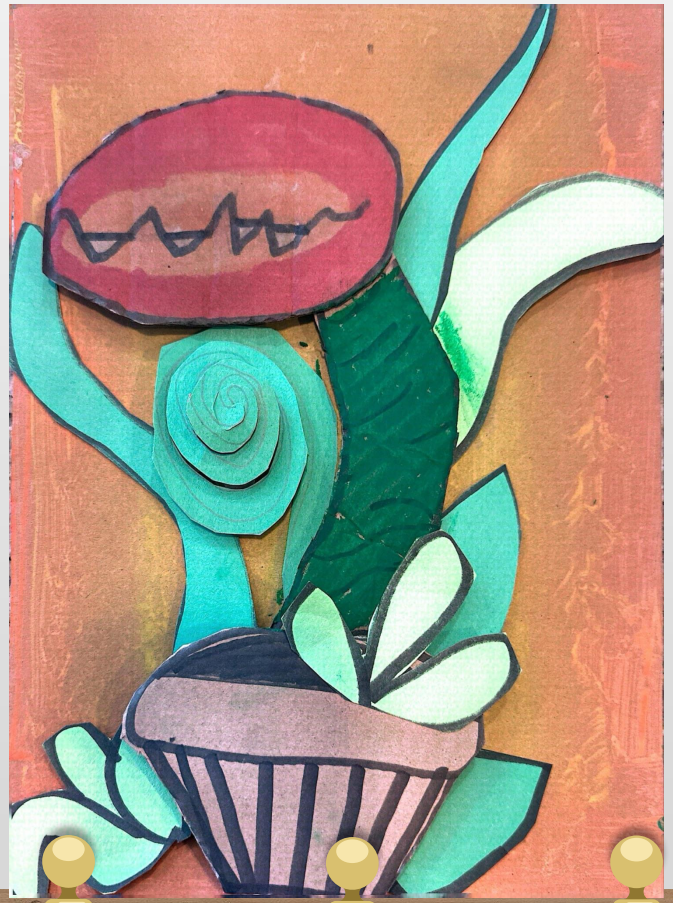
ROOM Y

ROOM Z

Eli G.
Untitled, 2025
Marker
Grade: 8

SLIDESMANIA.COM

ROOM Z



Isabella R.
Venus FlyTrap, 2025
Acrylic on Cardboard
Grade: 7

COMPASS CHARTER SCHOOLS

THE GOLD STANDARD IN VIRTUAL EDUCATION

School Counseling Advisory Council

December 12th, 2024

(855) 937- 4227

CompassCharters.org

COMPASS CHARTER SCHOOLS

This or That?

Yearn for direction or **Do your own thing**



= Vision wording

= Mission wording

DISTRICT VISION STATEMENT

Our vision is to create an **innovative, collaborative, learning environment that supports** the **diverse needs** and **goals of each scholar**, nurtures a **love of learning**, and prepares them for **future success**.

The vision of the Compass Charter Schools Counseling Department is that **all students** graduate prepared for college and career opportunities in the 21st century. CCS students are ~~life-long learners and future leaders inspired by curiosity, collaboration, and community. As~~ **innovative, creative, self-directed learners** inspired by **collaboration, community,** and a **love for learning.** CCS students take responsibility for their **future success** and well-being.

= School-wide Vision

= School-wide Mission

DISTRICT MISSION STATEMENT

Our mission is to **inspire** and **develop innovative, creative, self-directed learners, one scholar at a time.**

The mission of the Compass Charter Schools Counseling Department is to provide ~~access to~~ a comprehensive and proactive system of support that develops **innovative, creative,** and **self-directed learners**. The school counseling department creates safe, equitable, accessible learning environments that support **each student's diverse needs** and **goals to nurture** holistic development and a **love for learning**. School counselors **inspire** students to reach their fullest potential by fostering academic skills, social/emotional skills, and college-career readiness - **one student at a time**.

Agenda

- ❑ Welcome & Introduction
- ❑ School Data Summary
- ❑ Action Plans Discussion/Feedback
  - ❑ Annual Student Outcome Goal Plan
  - ❑ Classroom & Group ASCA Mindsets & Behaviors Action Plan
  - ❑ Closing-the-Gap Action Plan
- ❑ Annual Calendar
- ❑ Discussion & Questions
- ❑ Closing



Meet the School Counseling Advisory Council Members!

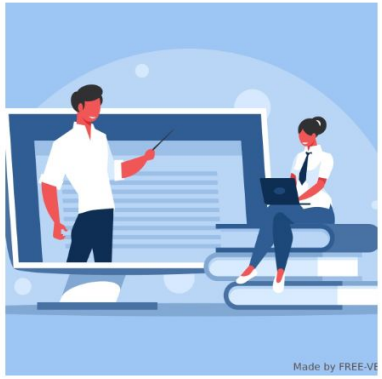


Name	Role
Michelle Bateman	Chair
Gabriela Ayala	Vice-Chair
Debra Stephan	Leadership Liaison, Admin
Mataya Olson	College Career Readiness Counselor
All Counselors: Jacob Samples, Stephen Duarte, Mandi Schwartzberg, Jazmine Mejia	Academic Counselors (6-12th) & College Career Readiness
Jennifer Hall	Options Learning Teacher
Kristen Winter	Online Learning Teacher
Dawn Lothringer	Academic Support Coordinator
LaTonya Thomas	SPED Education Specialist
Adriana Escobar	Enrollment Specialist
Lindsay Woods	Registrar (Operations)
Therese Christopher	Board Member
Marissa Hillhouse-Campisi	Learning Coach
Janet Coca	Learning Coach
2 higher schoolers	Scholar
Alysia Hurtado	Community Member

Introduction

The purpose of the School Counseling Advisory Council is to:

- Make recommendations regarding scholar and community needs
- Make recommendations regarding the school counseling department's response to those needs
- Advocate for and support the school counseling program



Academic



Social-Emotional



College-Career

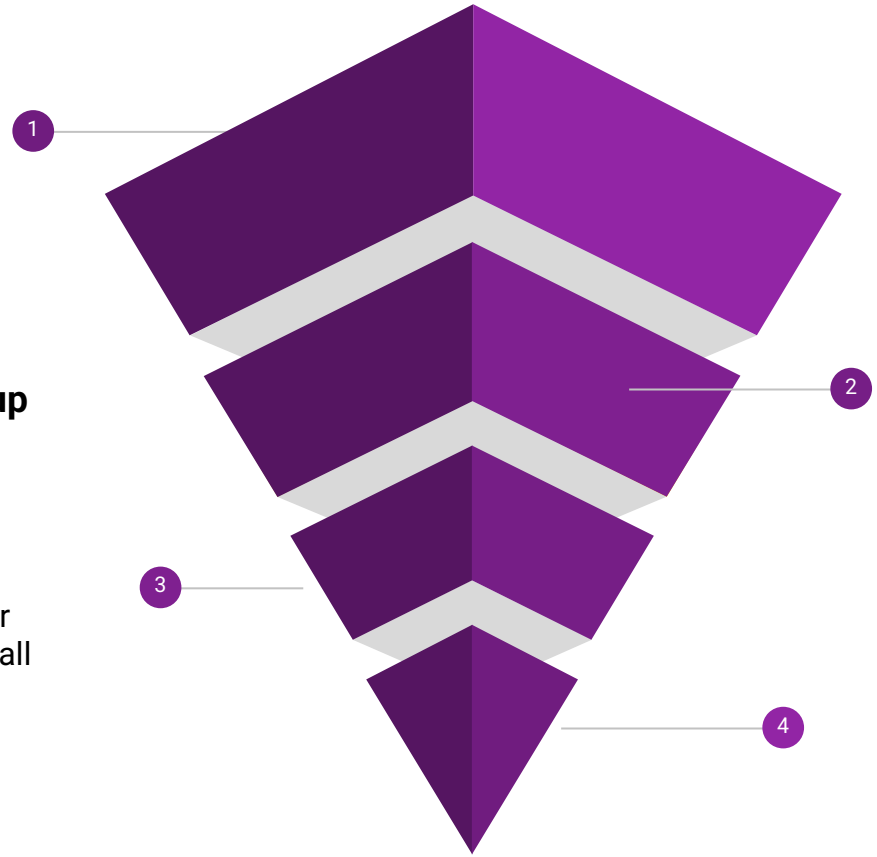
Introduction (cont.)

School Data Summary

The Big Picture.

Classroom & Group ASCA Mindsets & Behaviors Action Plan

Desired outcomes for learning labs and small group counseling.



Annual Student Outcome Goals

Desired outcomes for scholars and plans for intervention.

Closing-the-Gap Action Plan

Bringing it all together.

COMPASS CHARTER SCHOOLS

1. School Data Summary



Counselors review data sources each school year to identify trends...

Source: 2024-25 Local Control and Accountability Plan (LCAP) - Los Angeles
Source: 2024-25 Local Control and Accountability Plan (LCAP) - San Diego
Source: 2024-25 Local Control and Accountability Plan (LCAP) - Yolo
Source: CA School Dashboard - School Performance Overview - LA, SD, & Yolo
Source*:* Internal Data - Four Year Cohort Data, Drop Out & Extended Graduation (5+ years to earn a diploma)
Source: Internal Data - Progress Grades and High School Credit Status Tracker
Source: Internal Data - Accelerated Course Options Program (ACOP)
Source: Internal Data - Summer School 2024
Source: Internal Data - Tiered Re-engagement/Independent Study Evaluation 23/24
Source: Internal Data - Chronic Absenteeism 23/24
Source: Internal Data - STAR Assessment Data, STAR 2024 Data Report, Renaissance District & School Analytics

Note - Scholar information is private and protected under the Family Educational Rights & Privacy Act.

School Data Summary (cont.)

We are focusing on 2 school-wide goals related to counseling services:

1) Increase college and career readiness for scholars.

2) Ensure that at-promise scholars are making progress toward earning a high school diploma

COMPASS CHARTER SCHOOLS

School Data Summary (cont.)

CCI: Measures of College & Career Readiness for 12th graders

2024-25 Beginning of Year

College Career Readiness Indicator	Los Angeles	San Diego	Yolo
Prepared	13 (21%)	18 (36%)	2 (14%)
Approaching Prepared	11 (17%)	7 (14%)	2 (14%)
Not Prepared	39 (62%)	25 (50%)	10 (72%)

2023-24 End of Year

College Career Readiness Indicator	Los Angeles	San Diego	Yolo
Prepared	22 (46%)	12 (32%)	6 (24%)
Approaching Prepared	12 (25%)	5 (13%)	6 (24%)
Not Prepared	14 (49%)	21 (55%)	13 (52%)

School Data Summary (cont.)

College/Career Indicator (CCI)

Increasing the number of "Prepared" students on the College Career Readiness Indicator (CCI) is an area of opportunity.

This can be done by increasing the number of students who are:

- Meeting the UC/CSU requirements
- Earning the Seal of Biliteracy
- Earning the Golden Seal Merit Diploma
- Completing 2 or more semesters of Concurrent Enrollment in academic/career technical education subjects.

LA 2023-24 Graduates

- 19 students (33%) met the UC/CSU requirements
- 0 students earned the Seal of Biliteracy
- 35 students (60%) earned the Golden Seal Merit Diploma

SD 2023-24 Graduates

- 8 students (15%) met the UC/CSU requirements
- 1 student (2%) earned the Seal of Biliteracy
- 19 students (35%) earned the Golden Seal Merit Diploma

Yolo 2023-24 Graduates

- 5 students (15%) met the UC/CSU requirements
- 1 student (3%) earned the Seal of Biliteracy
- 15 students (45%) earned the Golden Seal Merit Diploma

COMPASS CHARTER SCHOOLS

School Data Summary (cont.)

Graduation & Drop Out Rates 2023-24

Los Angeles

78%

Graduation Rate

San Diego

65%

Graduation Rate

24% Drop Out rate

Yolo

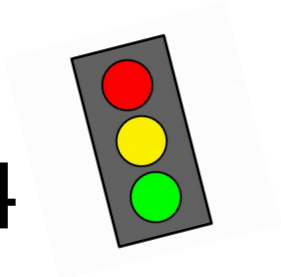
75%

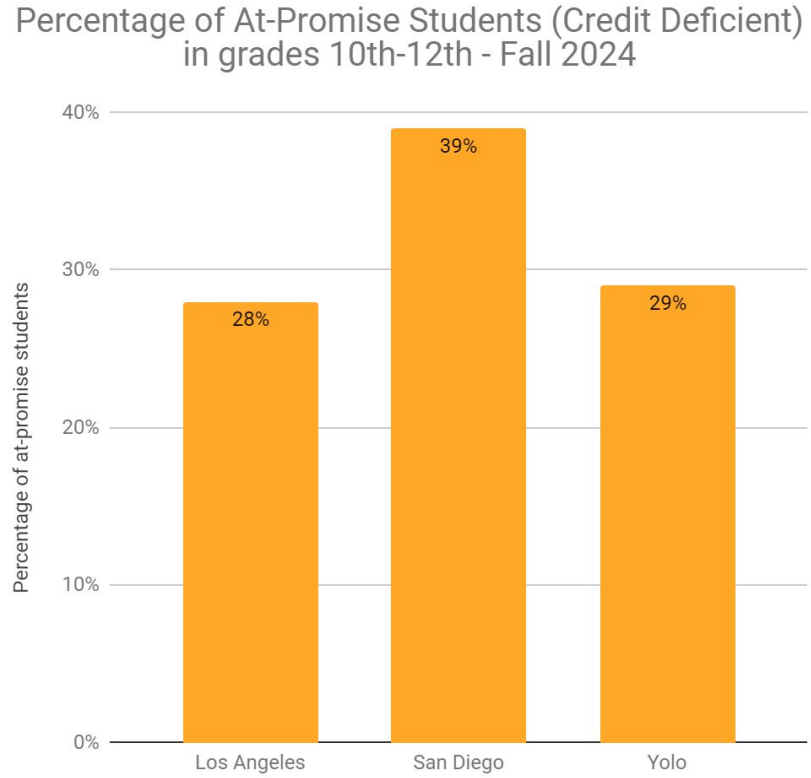
Graduation Rate



School Data Summary (cont.)

Credit Deficiency Rates - Fall 2024





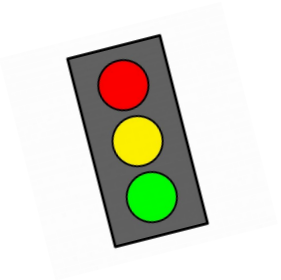
Graduation status is determined by the **number of credits earned** toward graduation each semester.

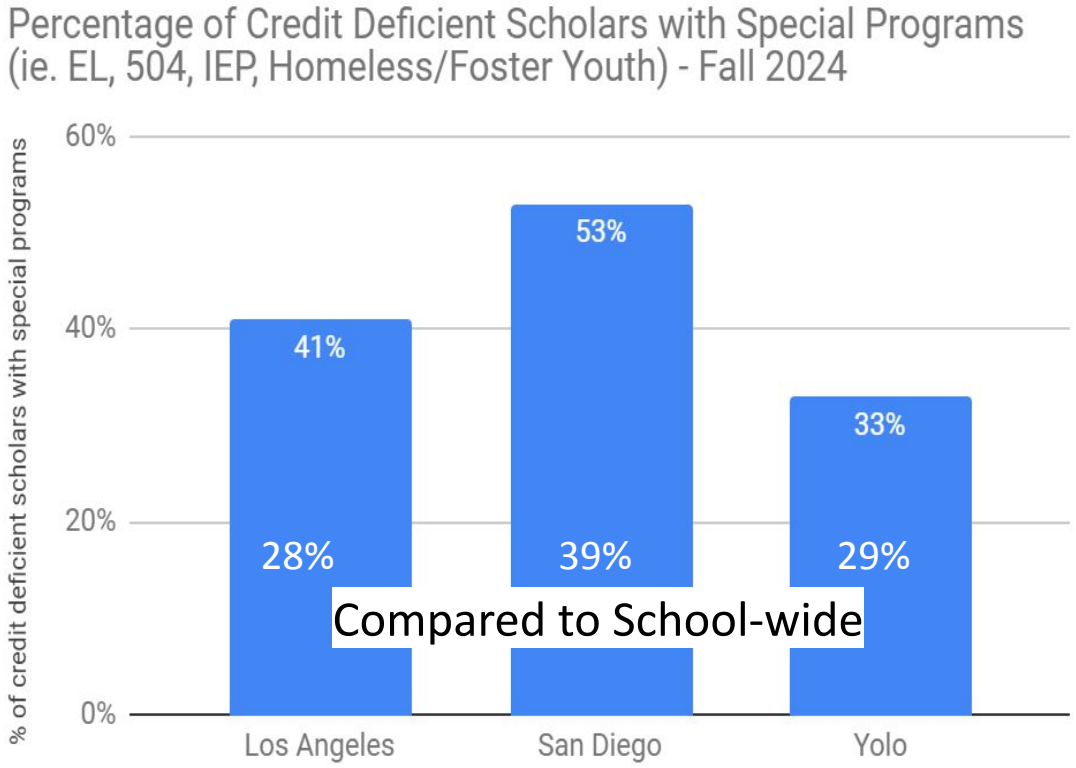
The colors Green, Yellow, and Red represent a scholar's pace of credits earned…

Are they on track, slowing down, or getting stuck?

School Data Summary (cont.)

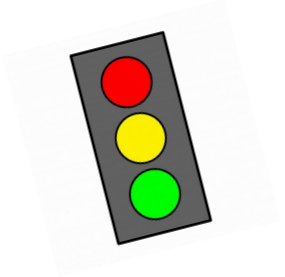
Credit Deficiency by Special Programs

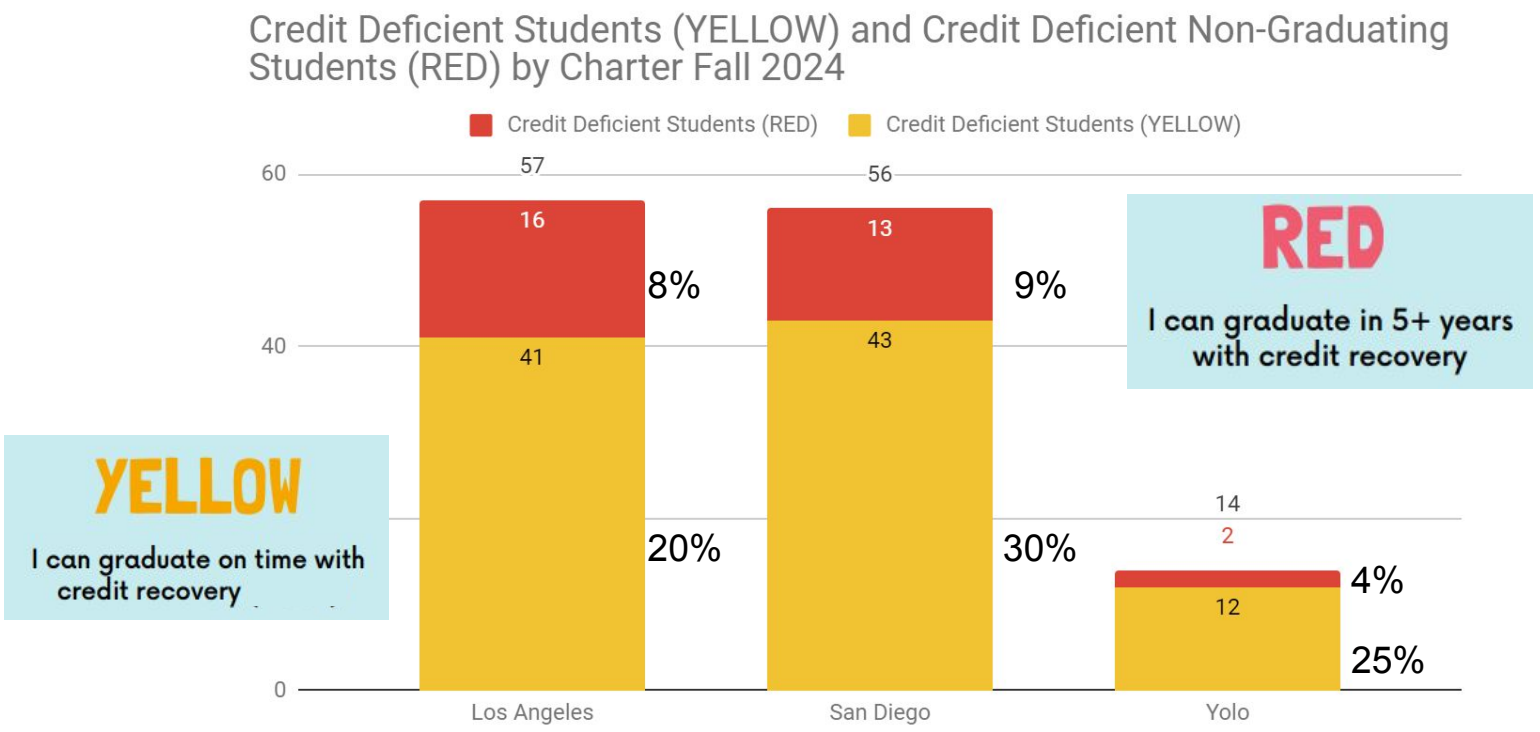




School Data Summary (cont.)

High School Credit Status



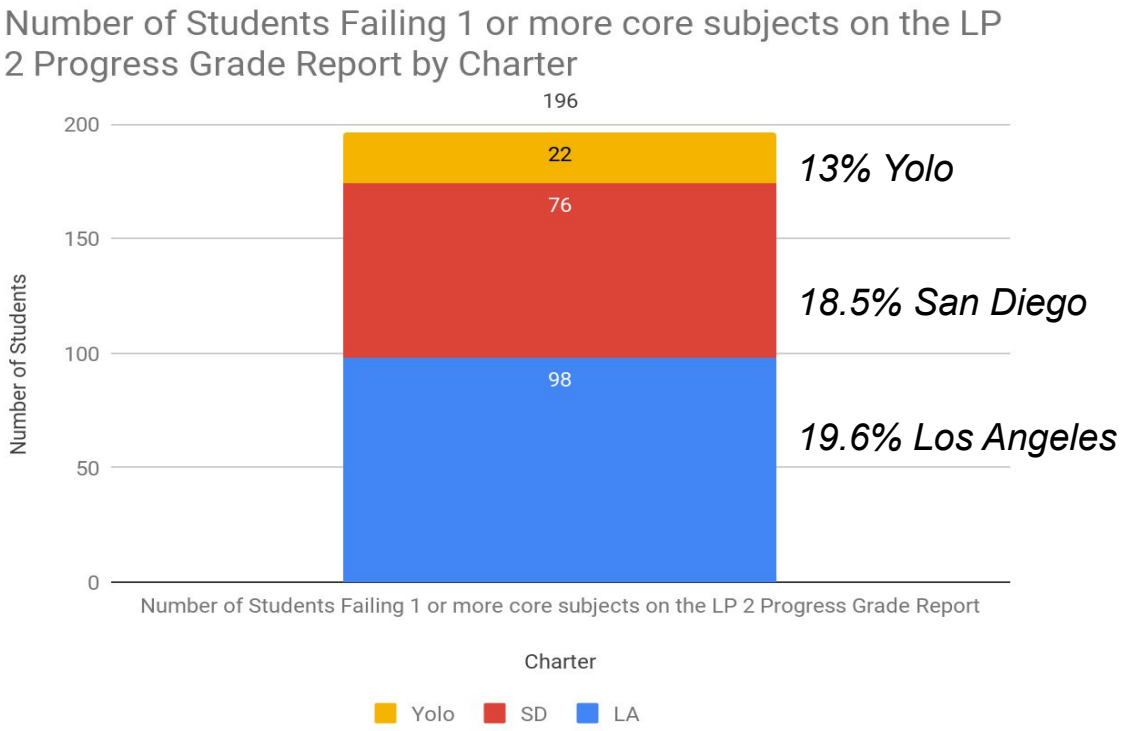


School Data Summary (cont.)

Progress Grade Reports



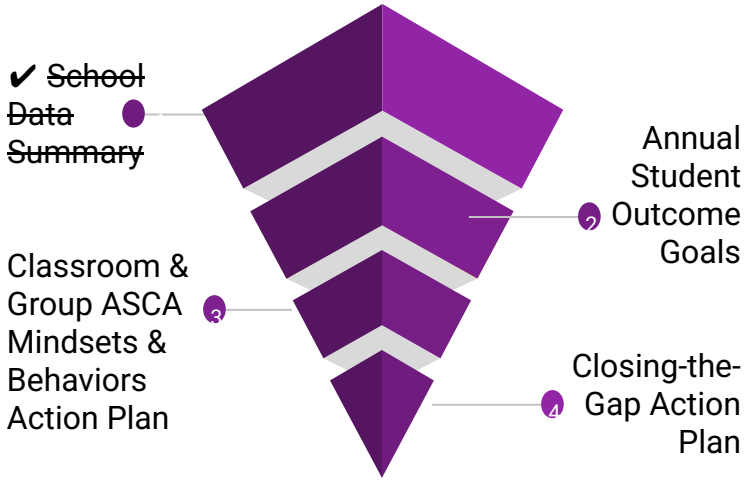
Failing 1 or more core subjects (English, Math, Science, History) 6-12th



Action Plans Discussion/Feedback

- ❑ Annual Student Outcome Goal Plans
- ❑ Classroom & Group ASCA Mindsets & Behaviors Action Plan
- ❑ Closing the Gap Action Plan





Stretch Break

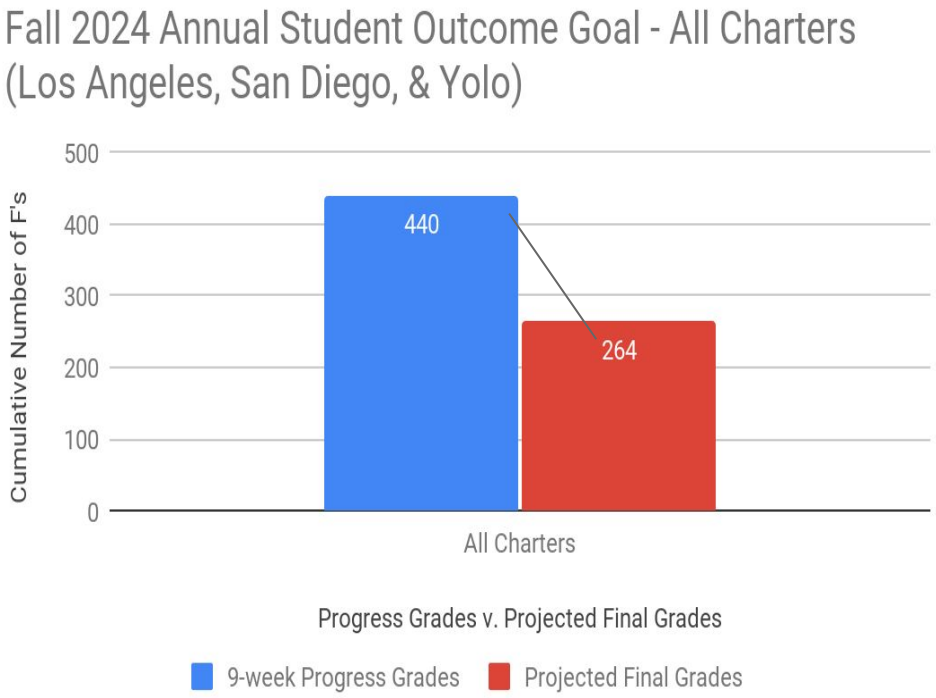
2. Annual Student Outcome Goal Plan - All Charters (LA, SD, Yolo)

By 1/29/2025,

196 students in grades 6-12

who are failing 1 or more core subjects on the 9-week progress grade report will **decrease** the

cumulative number of Fs for the first semester by **40% from 440 to 264**.



Annual Student Outcome Goal Plan (Cont.)

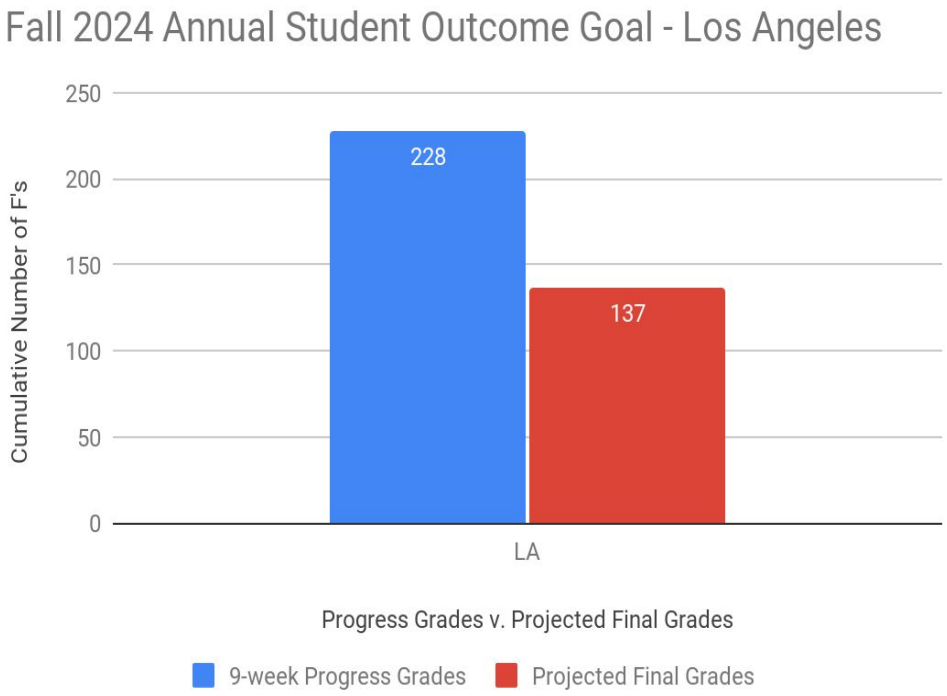
CCS of Los Angeles

By 1/29/2025,

98 students in grades 6-12

who are failing 1 or more core subjects on the 9-week progress grade report will **decrease** the

cumulative number of Fs for the first semester by **40% from 228 to 137**.



Annual Student Outcome Goal Plan (Cont.)

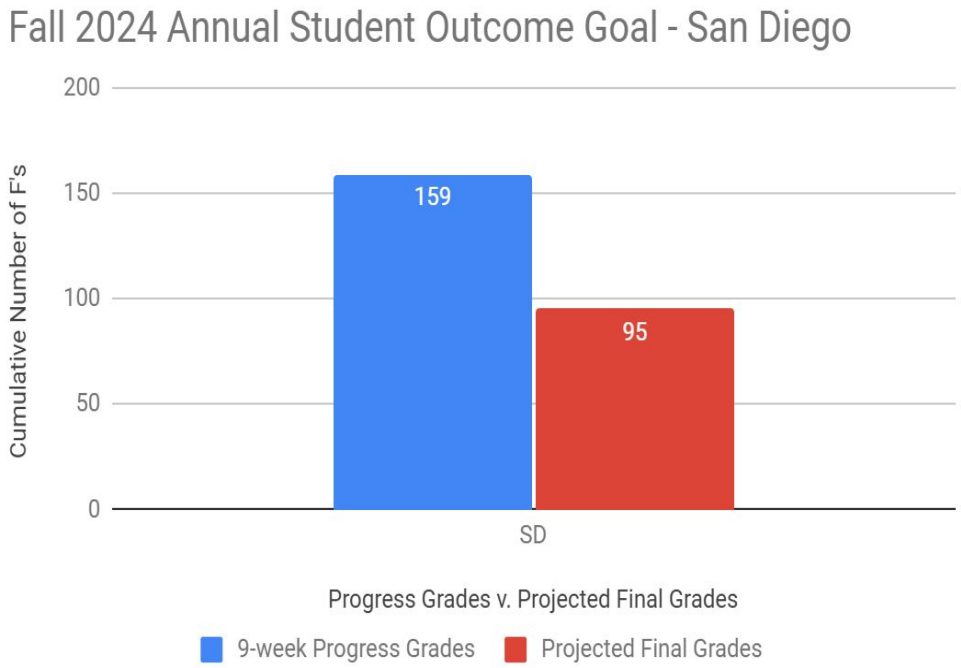
CCS of San Diego

By 1/29/2025,

76 students in grades 6-12

who are failing 1 or more core classes on the 9-week progress grade report will **decrease** the

cumulative number of Fs for the first semester by **40% from 170 to 102**.



Annual Student Outcome Goal Plan (Cont.)

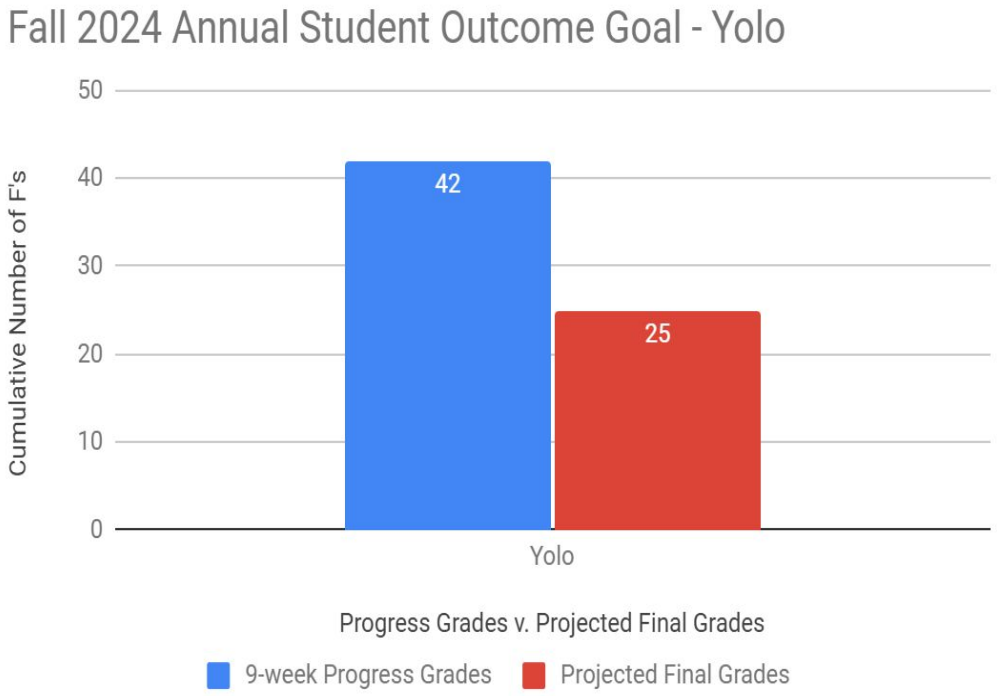
CCS of Yolo

By 1/29/2025,

22 students in grades 6-12

who are failing 1 or more core classes on the 9-week progress grade report will **decrease** the

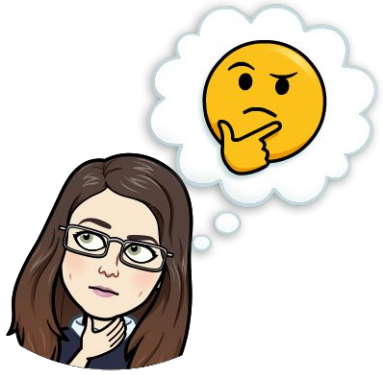
cumulative number of Fs for the first semester by **40% from 42 to 25**.



Annual Student Outcome Goal Plan (Cont.)

Contributing Factors

- Poor Time Management
- Lack of Motivation
- Inadequate Study Skills
- Social-Emotional Challenges
- Not interested in school
- Learning Disabilities
- Course Expectations
- Lack Connection - School & Future
- Mental Health
- Family Problems



What factors may be contributing to the large number of scholars "at-promise"?

Annual Student Outcome Goal Plan (Cont.)

Mindsets & Behaviors Standards

Targeted Mindsets & Behaviors Standards (ASCA)	Learning Objectives
B-SMS 6. Ability to identify and overcome barriers	Student(s) will identify barriers to passing their current core classes
	Student(s) will implement strategies to overcome barriers related to passing their core semester courses
B-SMS 1. Responsibility for self and actions	Student(s) will take responsibility for their academic success
	Student(s) will implement strategies to maintain passing grades

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Annual Student Outcome Goal Plan (Cont.)

Counselor Strategies

Direct Scholar Services (with the scholar)	Indirect Services (on behalf of the scholar)
1. Individual counseling meetings with identified students once a month to work on targeted standards; increase to bi-weekly/weekly based on the level of support needed for each student 2. Small group counseling for students focused on: 1) Scholar Peer Motivation, 2) Thriving and Achieving Peers, 3) Back in the Groove, 4) Designing Your Life, and 5) Pathways to Graduation	1. Collaborate with parents/guardians on reducing barriers and implementing at-home support for students. 2. Collaborate with teachers and families on increasing school engagement and academic progress monitoring.

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3. Classroom & Group ASCA Mindsets & Behaviors Action Plan

Action Plan for 2024-25.

Schedule of classroom lessons and small groups.

Requests for additional topics can be submitted throughout the year by parents/guardians, students, and staff.

2024-25 core curriculum standards:

- M 1. Belief in the development of whole self, including a healthy balance of mental, social/ emotional, & physical well-being
- M 3. Sense of belonging in the school environment
- M 4. Understanding that postsecondary education and lifelong learning are necessary for long-term career success
- M 5. Belief in using abilities to their fullest to achieve high-quality results and outcomes
- M 6. Positive attitude toward work and learning
- B-LS 3. Use time-management, organizational, & study skills
- **B-SMS 1. Demonstrate ability to assume responsibility**
- B-SMS 3. Demonstrate ability to work independently
- **B-SMS 6. Demonstrate ability to overcome barriers to learning**
- B-SMS 10. Demonstrate ability to manage transitions and ability to adapt to changing situations and responsibilities
- B-SS 3. Create relationships with adults that support success

5. Closing-the-Gap Action Plan

Baseline Data	Results Data
Participation Data Plan	Participation Results Data
Anticipated 196 students	*Actual # **TBD***
Mindsets & Behaviors Pre-Assessment Results	Mindsets & Behaviors Post-Assessment Results
Pre-Assessment Data *(calculate the average student response for each item)* 1. 3 2. 2.8 3. 3.3 4. 3	*Post-Assessment Data **TBD*** *(calculate the average student response for each item rated 1-4)* 1. I can identify the barriers I experience in my courses at school.. 2. I know two strategies to overcome the barriers I experience in school. 3. I can take responsibility for my academic success. 4. I know two strategies to maintain passing grades.
Outcome Data Plan	Outcome Data Results
Baseline Data: **Achievement:** 422 F's in core academic subjects (English, Math, History, Science) *→ Compare the number of F's in core courses from the first 9-week progress report with the first-semester final grades.*	*Final Data:* **Achievement:** X F's in core academic subjects (English, Math, History, Science) *Percent Change: -* **X%**

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Closing-the-Gap Action Plan (Cont.) - Systemic Focus

School or system policies, procedures or practices that create or maintain inequities..	List strategies that could influence systemic change:
1. **Procedures for progress grades:** Scholars in Options program courses do not have routinely updated progress grades.. *This hinders the ability to identify scholars in Options program courses for timely interventions.* 2. **Practices for curriculum selection:** Scholars are required to meet different levels of rigor & standard mastery within the Online program compared to the Options program. *Most Online courses offered to satisfy the core subject graduation requirements are college prep, A-G approved courses (ie. English, Geometry, History, Science, etc.)*	✓ Resources for options/new scholars enrolling in online program courses ✓ Comprehensive onboarding processes ❑ **Ideas & thoughts?**

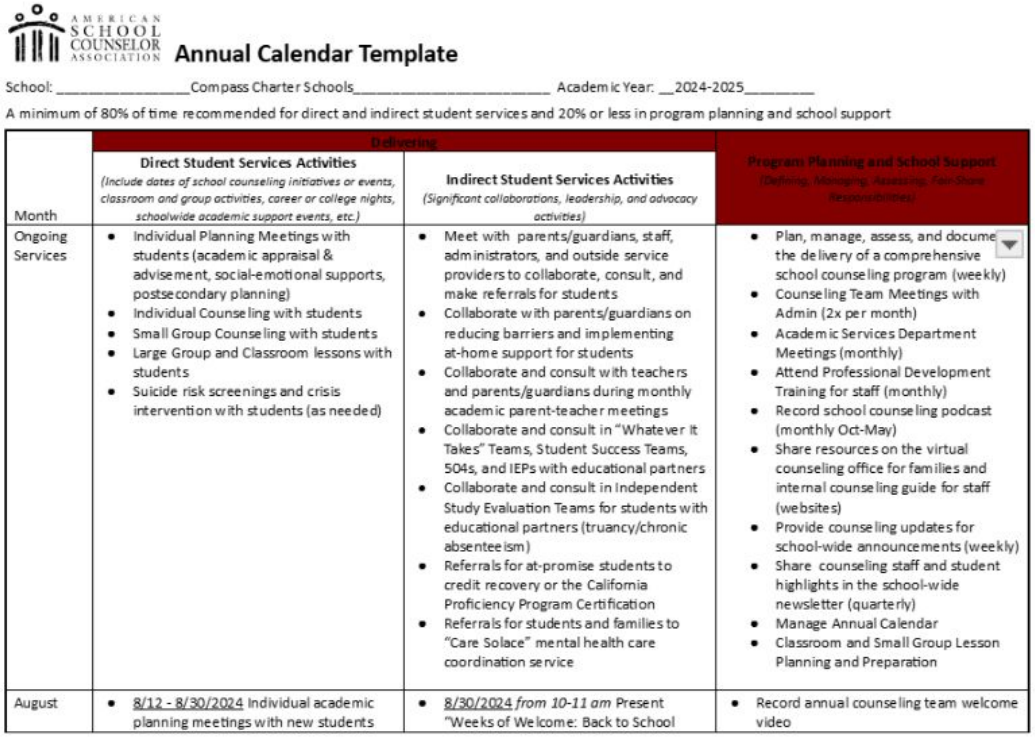
Counseling Services Annual Calendar

Click HERE to view →

Ongoing & monthly events and activities…

Categorized in 3 domains:

- Direct services
- Indirect services
- Program planning & school support



AMERICAN SCHOOL COUNSELOR ASSOCIATION

Annual Calendar Template

School: _____Compass Charter Schools_____ Academic Year: __2024-2025_____

A minimum of 80% of time recommended for direct and indirect student services and 20% or less in program planning and school support

	Delivering		
Month	**Direct Student Services Activities** *(Include dates of school counseling initiatives or events, classroom and group activities, career or college nights, schoolwide academic support events, etc.)*	**Indirect Student Services Activities** *(Significant collaborations, leadership, and advocacy activities)*	**Program Planning and School Support** *(Defining, Managing, Assessing, Fair-Share Responsibilities)*
Ongoing Services	• Individual Planning Meetings with students (academic appraisal & advisement, social-emotional supports, postsecondary planning) • Individual Counseling with students • Small Group Counseling with students • Large Group and Classroom lessons with students • Suicide risk screenings and crisis intervention with students (as needed)	• Meet with parents/guardians, staff, administrators, and outside service providers to collaborate, consult, and make referrals for students • Collaborate with parents/guardians on reducing barriers and implementing at-home support for students • Collaborate and consult with teachers and parents/guardians during monthly academic parent-teacher meetings • Collaborate and consult in "Whatever It Takes" Teams, Student Success Teams, 504s, and IEPs with educational partners • Collaborate and consult in Independent Study Evaluation Teams for students with educational partners (truancy/chronic absenteeism) • Referrals for at-promise students to credit recovery or the California Proficiency Program Certification • Referrals for students and families to "Care Solace" mental health care coordination service	• Plan, manage, assess, and docume the delivery of a comprehensive school counseling program (weekly) • Counseling Team Meetings with Admin (2x per month) • Academic Services Department Meetings (monthly) • Attend Professional Development Training for staff (monthly) • Record school counseling podcast (monthly Oct-May) • Share resources on the virtual counseling office for families and internal counseling guide for staff (websites) • Provide counseling updates for school-wide announcements (weekly) • Share counseling staff and student highlights in the school-wide newsletter (quarterly) • Manage Annual Calendar • Classroom and Small Group Lesson Planning and Preparation
August	• 8/12 - 8/30/2024 Individual academic planning meetings with new students	• 8/30/2024 *from 10-11 am* Present "Weeks of Welcome: Back to School	• Record annual counseling team welcome video

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Resources

- CoRe Form (Confidential Counseling Referral Form)
- Care Solace (24/7 Mental Health Referrals)
- Virtual Counseling Office

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Open Discussion



Anything to share with the counseling team?

Observations

Recommendations

Concerns

Questions

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Closing

2024-25 Meeting Schedule:

- Meet for one hour and a half, two (2) times per year
  - Thursday **12/12/2024** - #1 Annual Goals
  - Thursday **6/5/2025** - #2 Annual Results



Ms. Michelle Bateman | Counselor
mbateman@compasscharters.org

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Complete the sentence…

“During summer break, I plan to…”



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THE GOLD STANDARD IN VIRTUAL EDUCATION

School Counseling Advisory Council

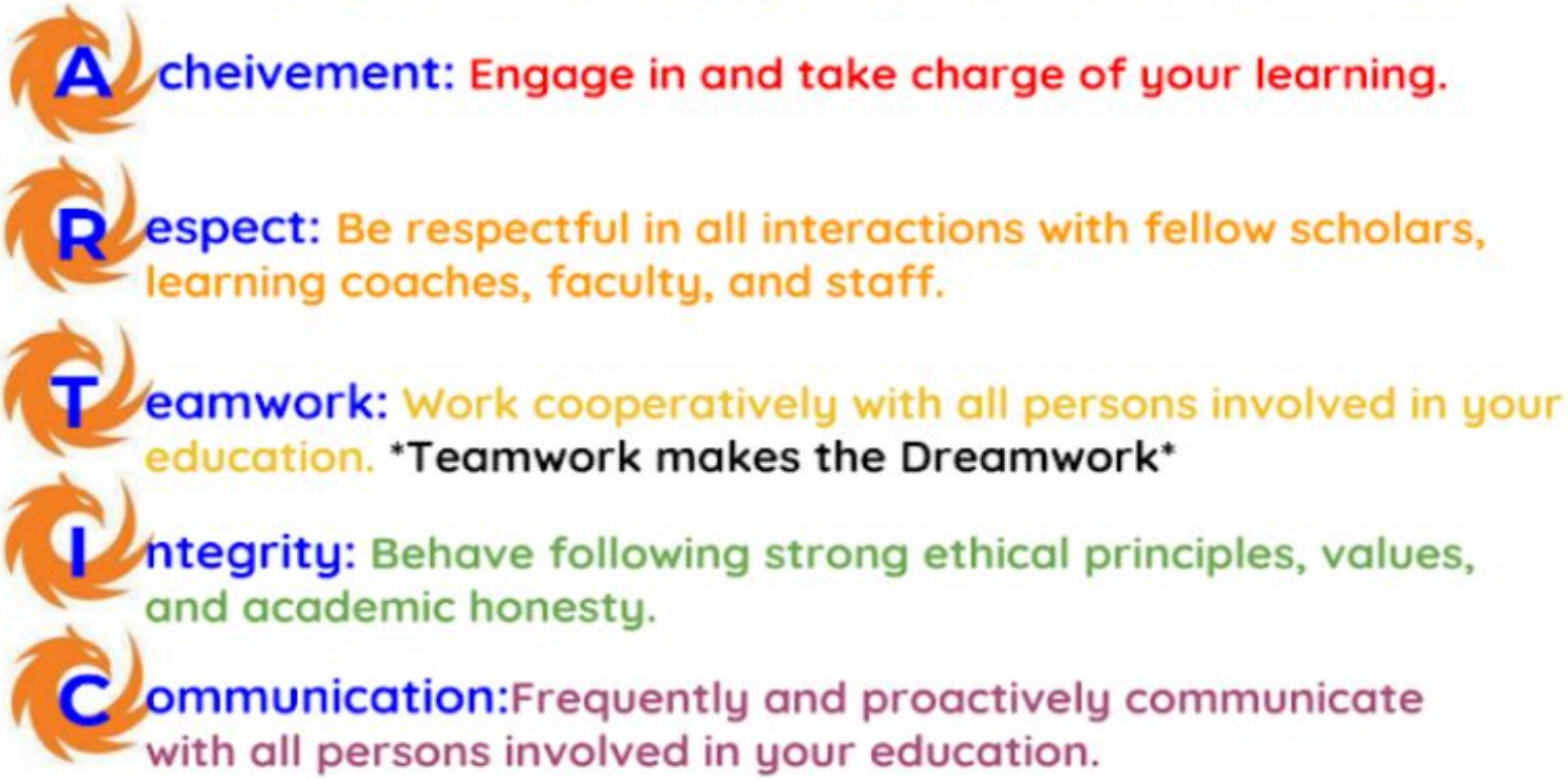
June 5th, 2025

(855) 937- 4227

CompassCharters.org

COMPASS CHARTER SCHOOLS

COMPASS CHARTERS



CCS VISION STATEMENT

Our vision is to create an **innovative, collaborative, learning environment that supports** the **diverse needs** and **goals of each scholar**, nurtures a **love of learning**, and prepares them for **future success**.

CCS MISSION STATEMENT

Our mission is to **inspire** and **develop innovative, creative, self-directed learners, one scholar at a time.**

Counseling Services Vision

The vision of the Compass Charter Schools Counseling Department is that **all students** graduate prepared for college and career opportunities in the 21st century. CCS students are **innovative, creative, self-directed learners** inspired by **collaboration, community,** and a **love for learning.** CCS students take responsibility for their **future success** and well-being.

Counseling Services Mission

The mission of the Compass Charter Schools Counseling Department is to provide a comprehensive and proactive system of support that develops **innovative, creative,** and **self-directed learners**. The school counseling department creates safe, equitable, accessible learning environments that support **each student's diverse needs** and **goals to nurture** holistic development and a **love for learning**. School counselors **inspire** students to reach their fullest potential by fostering academic, social/emotional, and college-career readiness - **one student at a time**.

Agenda

- ❑ Introduction
- ❑ Annual Student Outcome Goal Plan Results
- ❑ Classroom Results Report
- ❑ Small Group Results Report
- ❑ Closing-the-Gap Results Report
- ❑ End of Year Survey
- ❑ Closing



COMPASS CHARTER SCHOOLS

Introduction

Annual Student Outcome Results

Evaluate outcomes for at-promise scholars after counseling interventions.

Classroom & Group ASCA Mindsets & Behaviors Results

Evaluate outcomes for learning labs and small group counseling.

Closing-the-Gap Action Plan Results

Bringing it all together.

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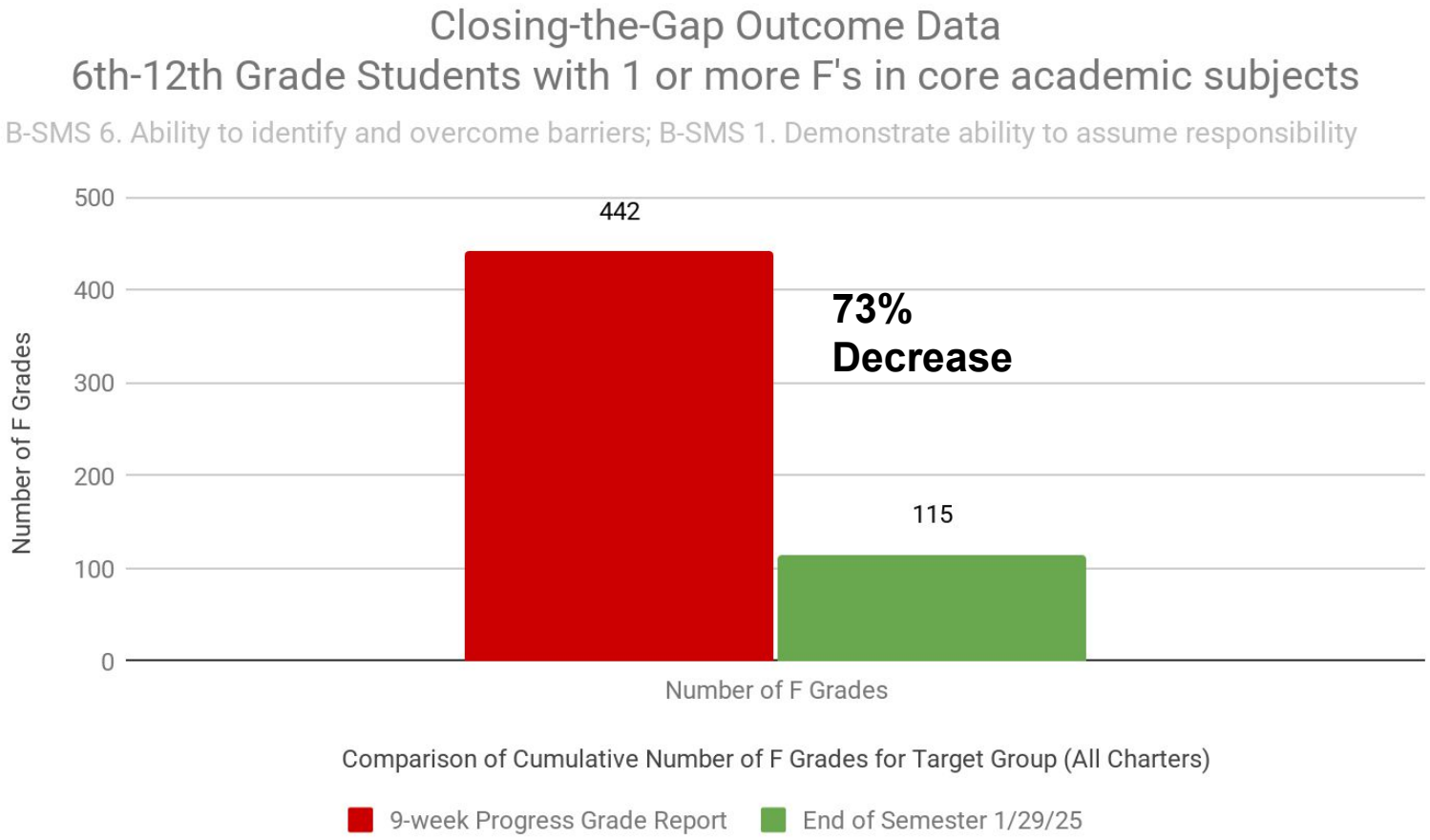
Annual Student Outcome Goal Plan

Goal: 184 Scholars - decrease the cumulative number of Fs by 40% from 422 to 253

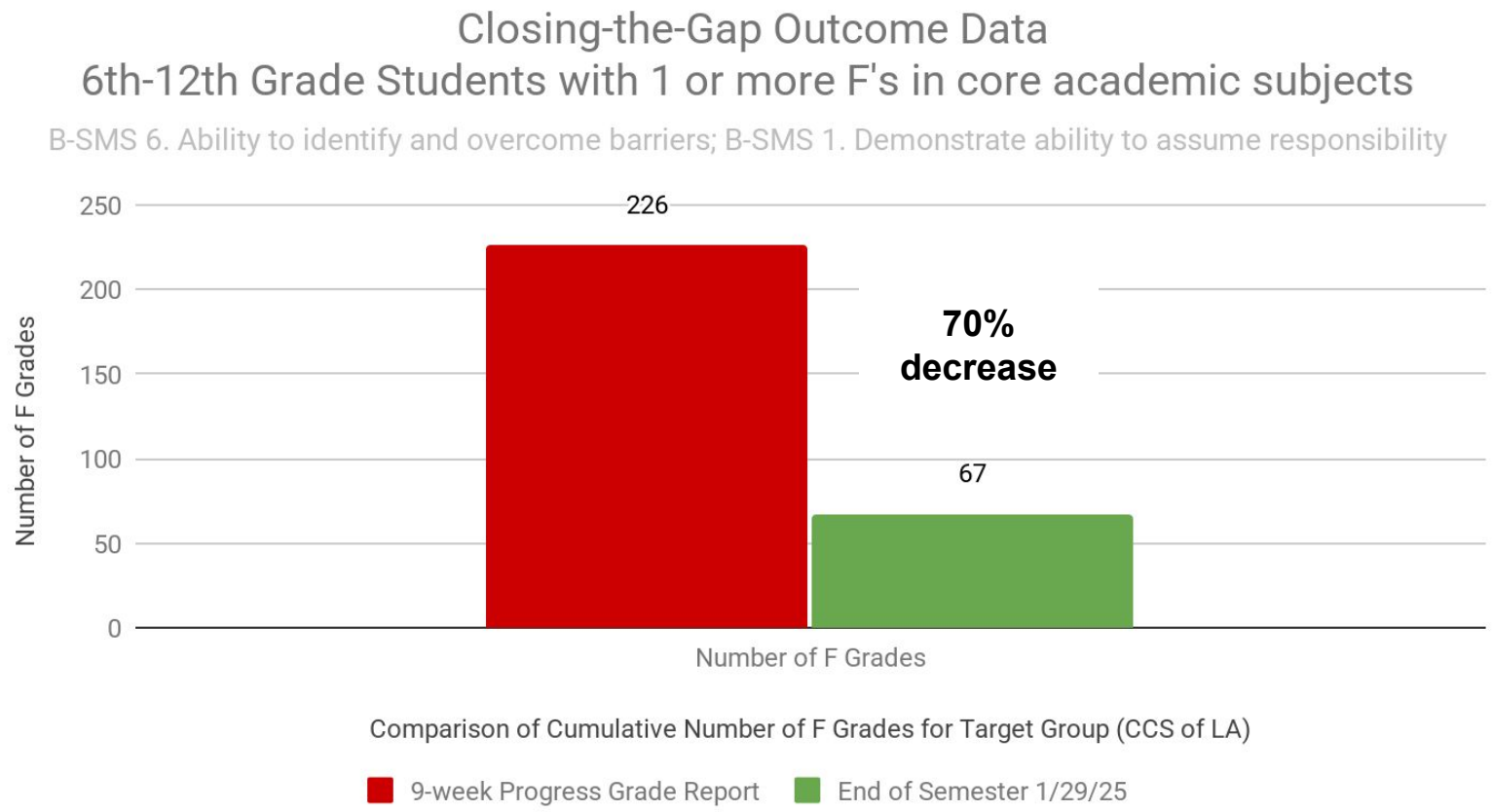
Interventions That Support Achieving the Annual Student Outcome Goal	
Direct Student Services	Indirect Student Services
1. Individual Counseling Meetings with identified students once a month; increase to bi-weekly/weekly based on the level of support needed for each student. 2. Small group counseling for students focused on: 1) Scholar Peer Motivation, 2) Thriving and Achieving Peers, 3) Back in the Groove, 4) Pathways to Graduation.	1. Collaborate with parents/guardians on reducing barriers and implementing at-home support for students. 2. Collaborate with teachers and families on increasing school engagement and academic progress monitoring.

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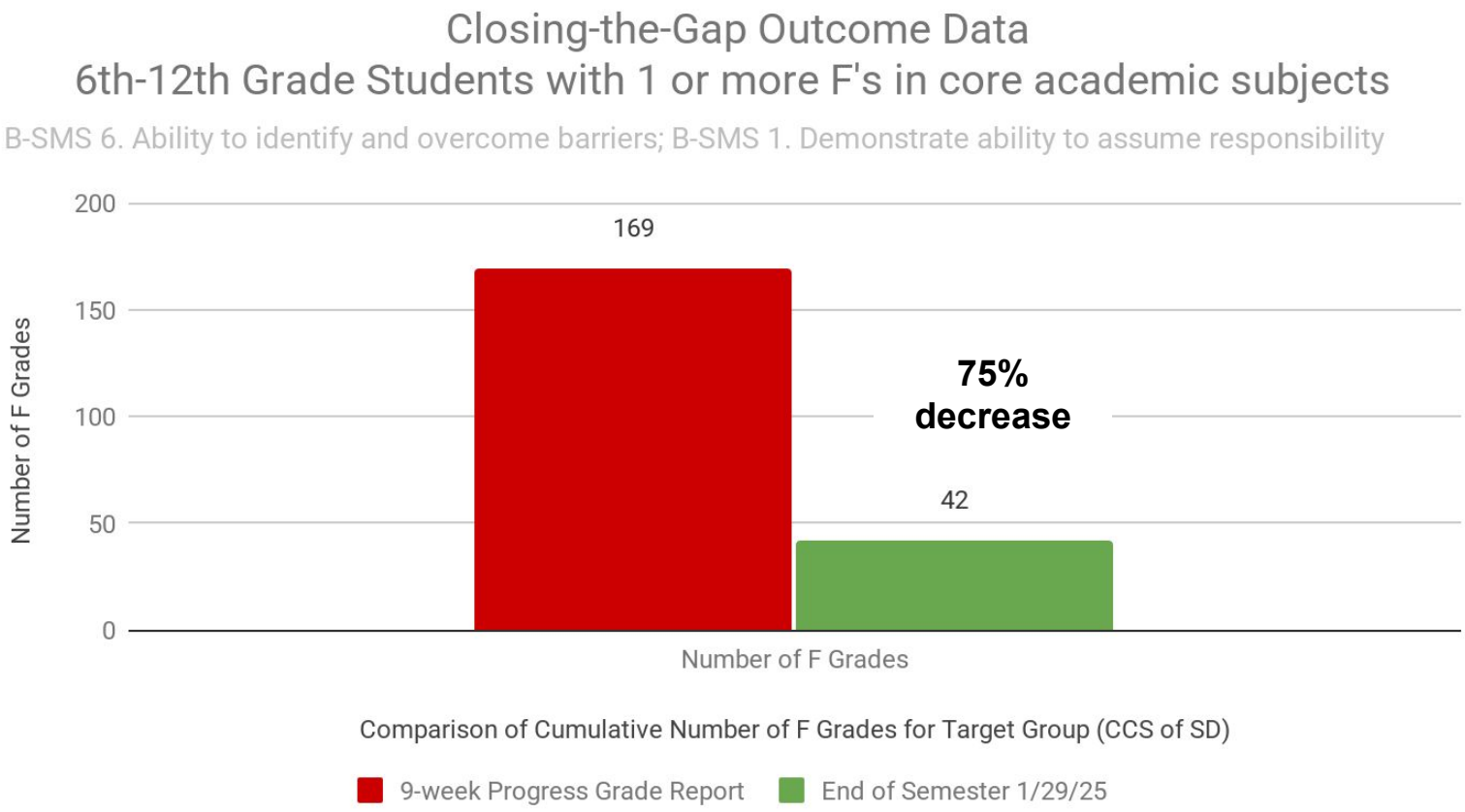
Annual Student Outcome Goal Results



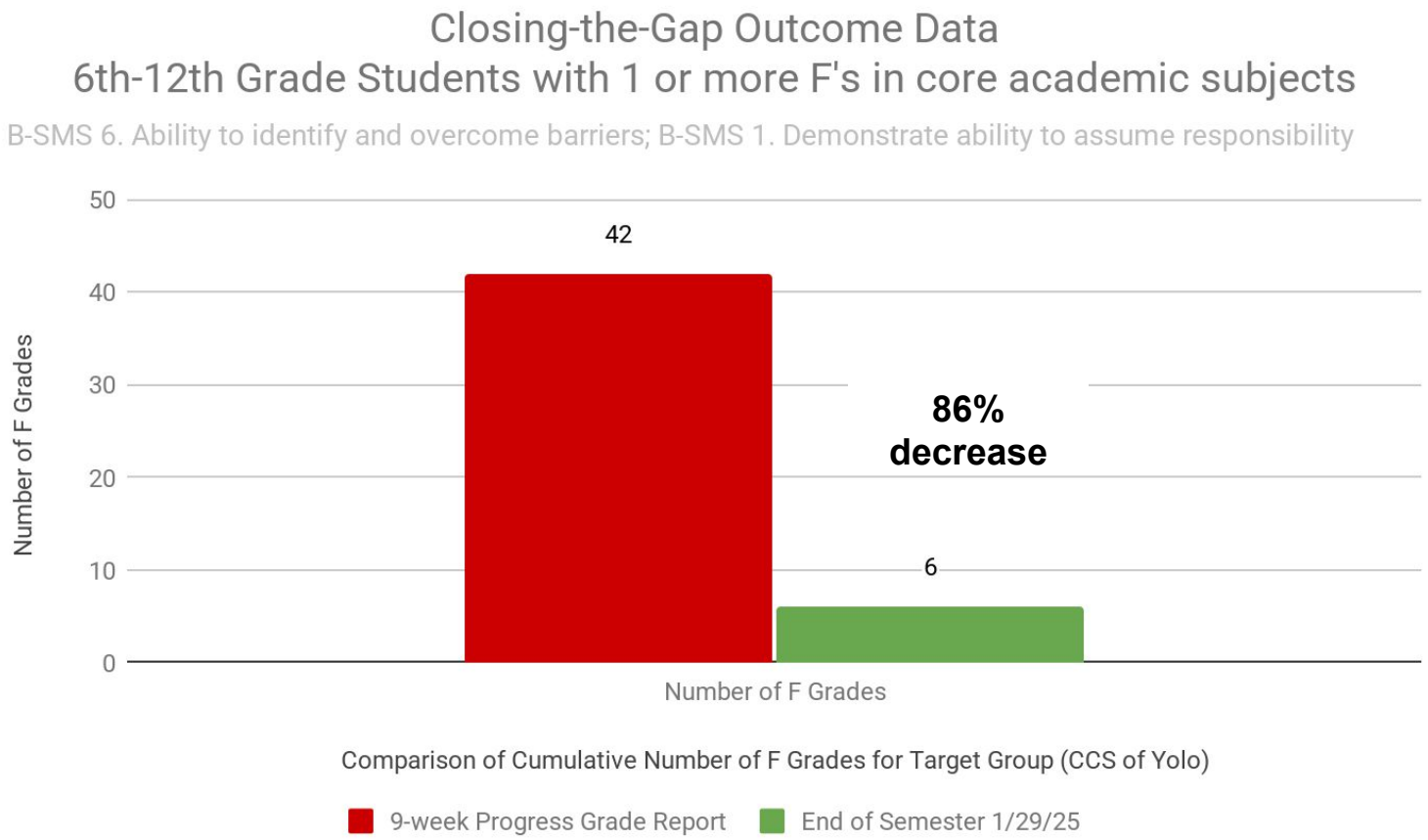
Annual Student Outcome Goal Results (LA)



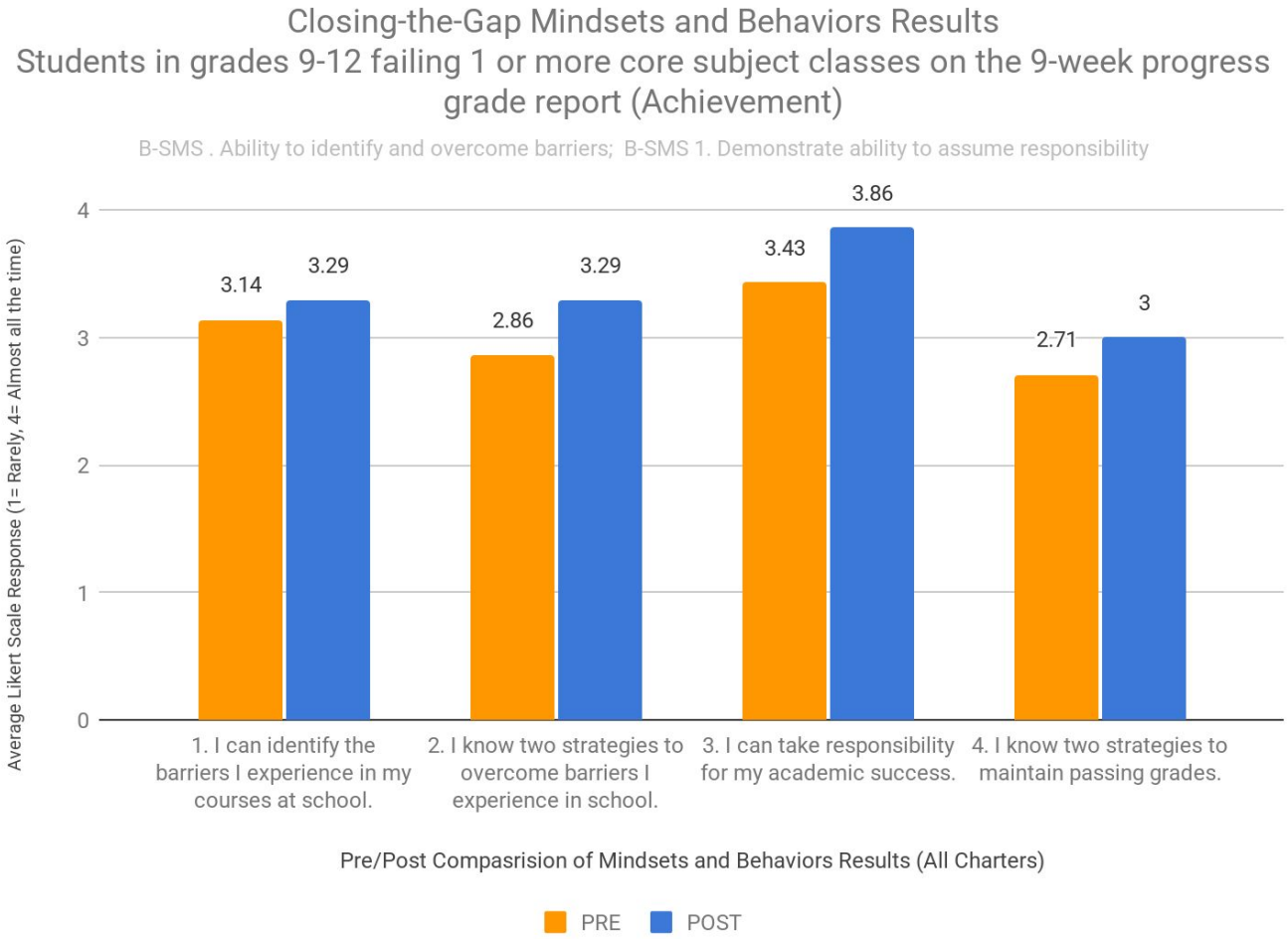
Annual Student Outcome Goal Results (SD)



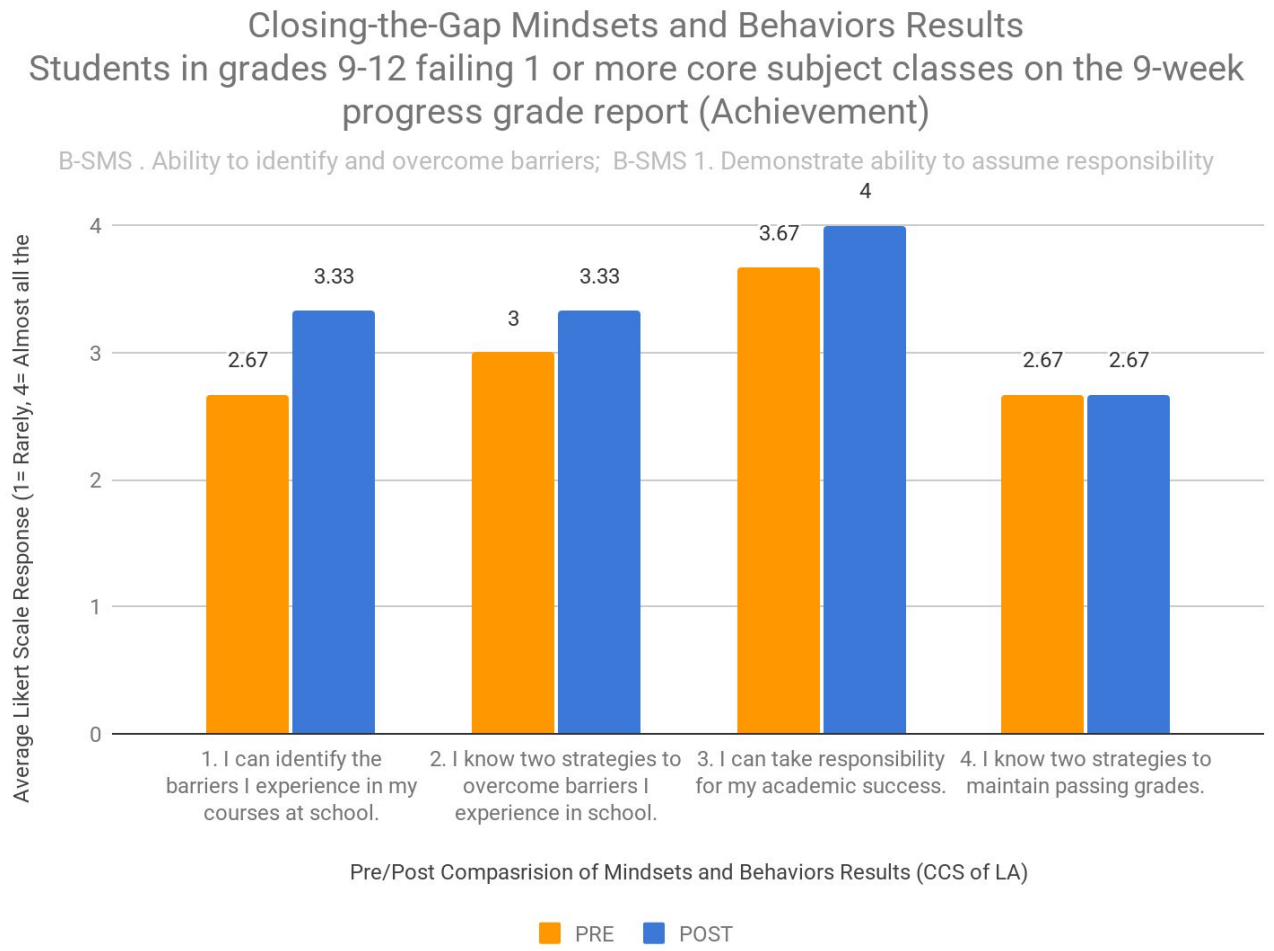
Annual Student Outcome Goal Results (Yolo)



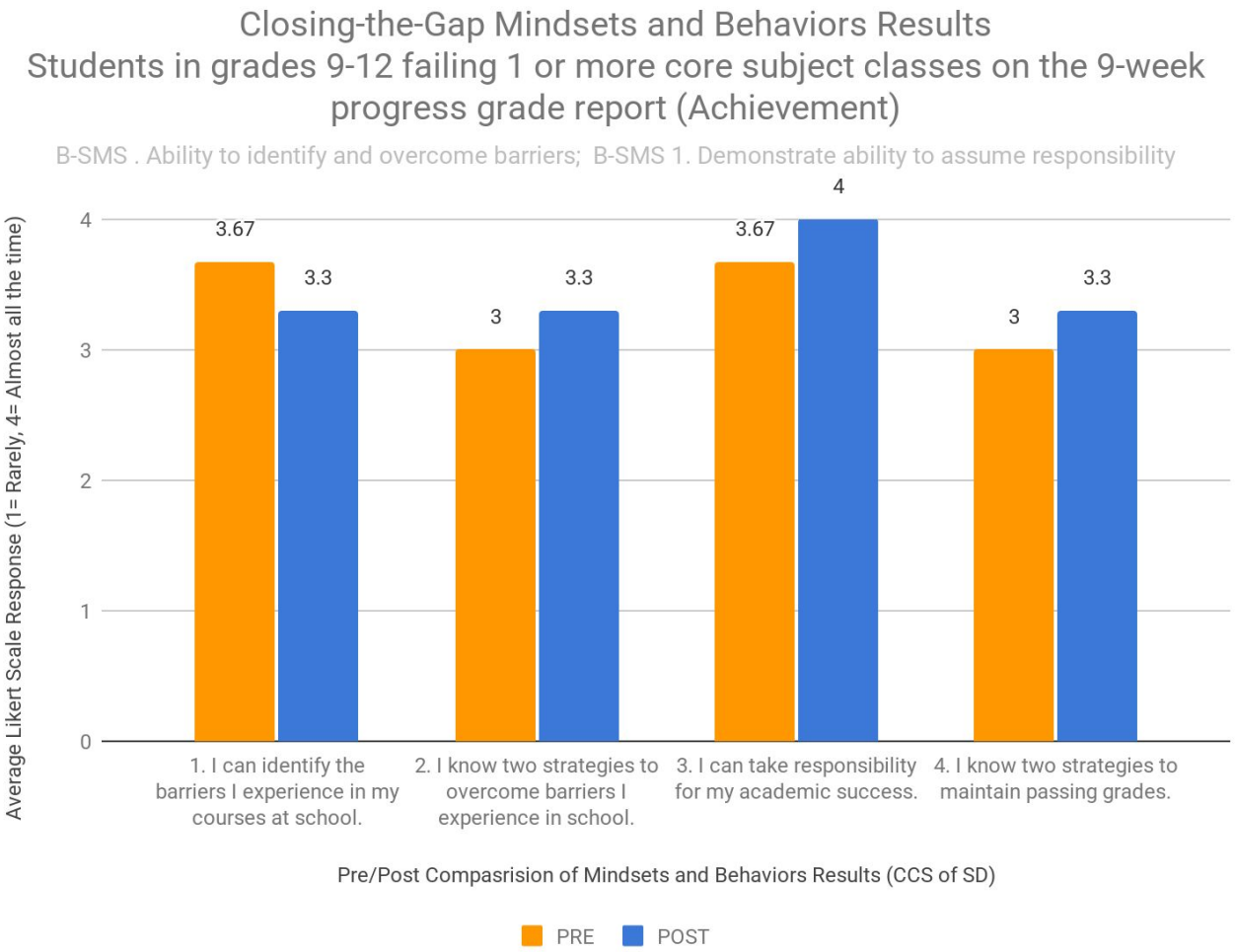
Annual Student Outcome Goal Results (All Charters)



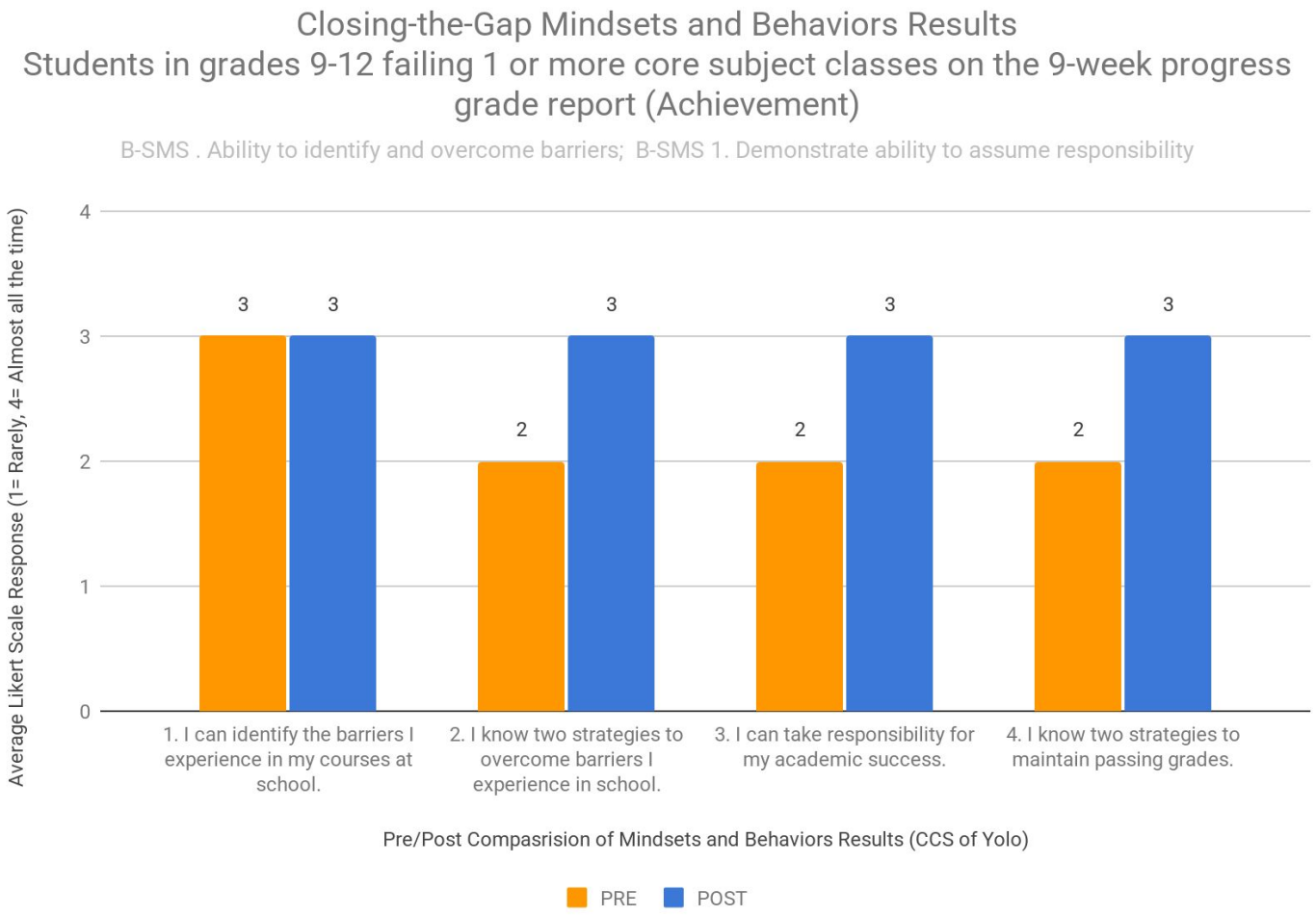
Annual Student Outcome Goal Results (LA)



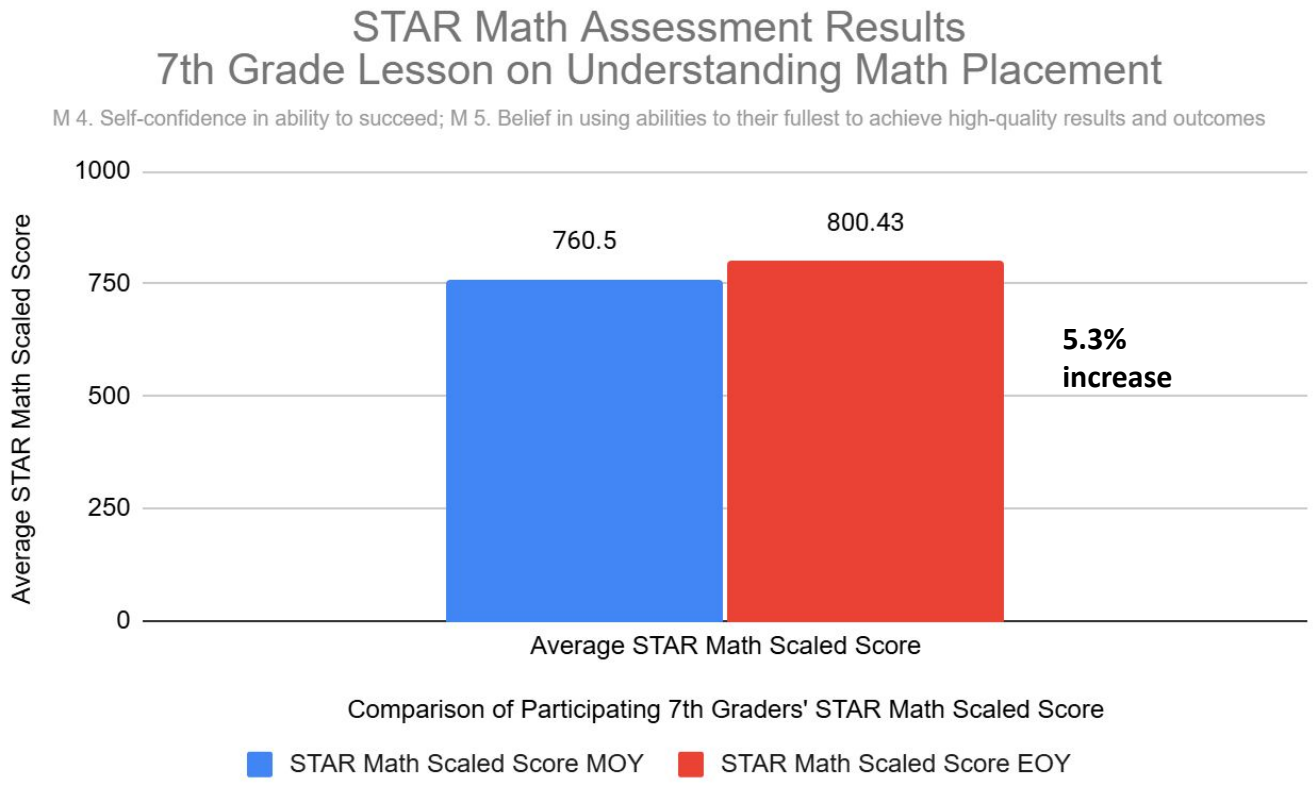
Annual Student Outcome Goal Results (SD)



Annual Student Outcome Goal Results (Yolo)

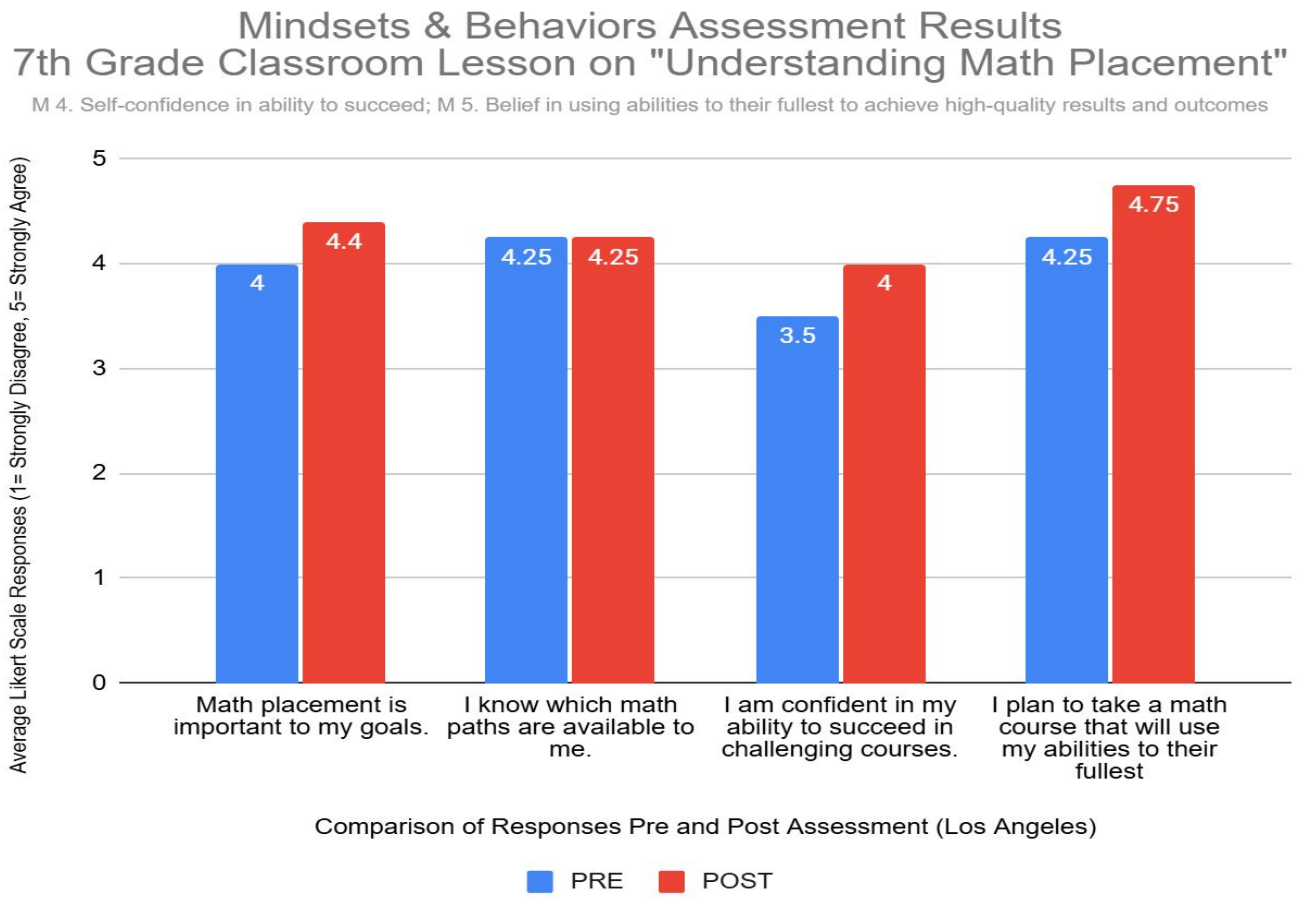


7th Grade Classroom Results Report for "Math Placement: Your Path to Success"



27 attended (53 invited)

7th grade Classroom Lessons Results (cont.)



Classroom Lesson Discussion/Feedback

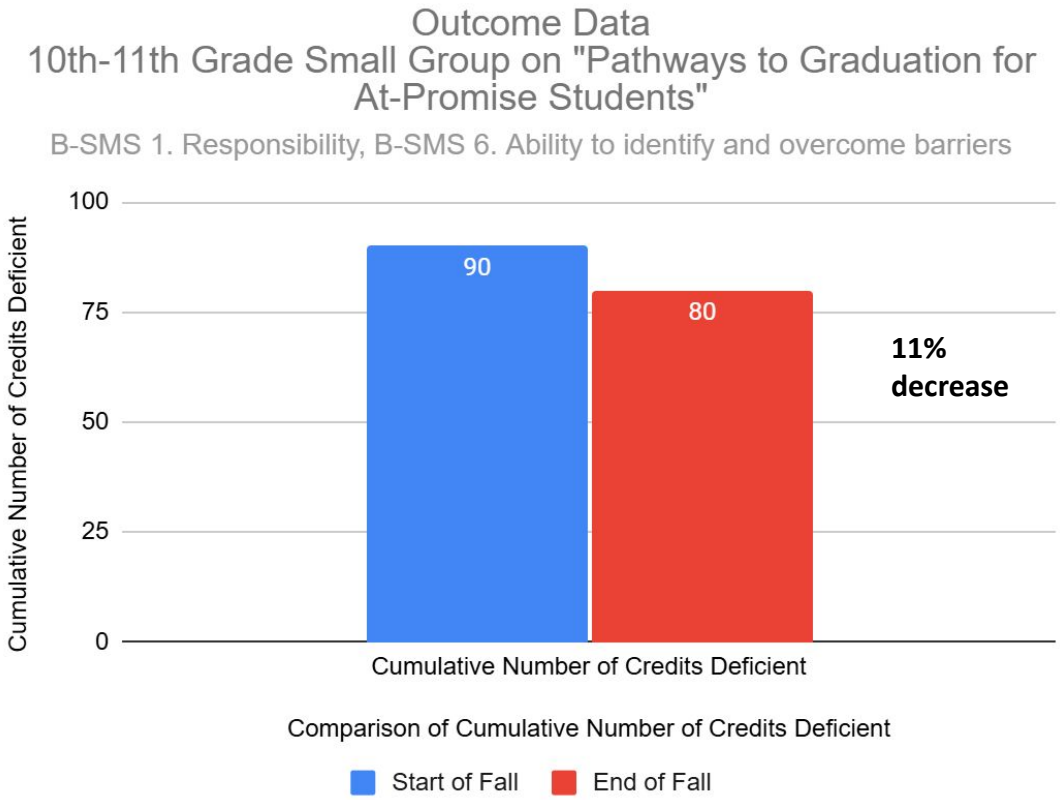
Total LL Lessons Delivered 24-25	25
Scholar LL Attendance 24-25	366

Approx. 15 students attending each lesson on average

★ More Incentives
- Finding Your Compass Award
- Free Meal Vouchers - NEW
- Extra Credit - NEW

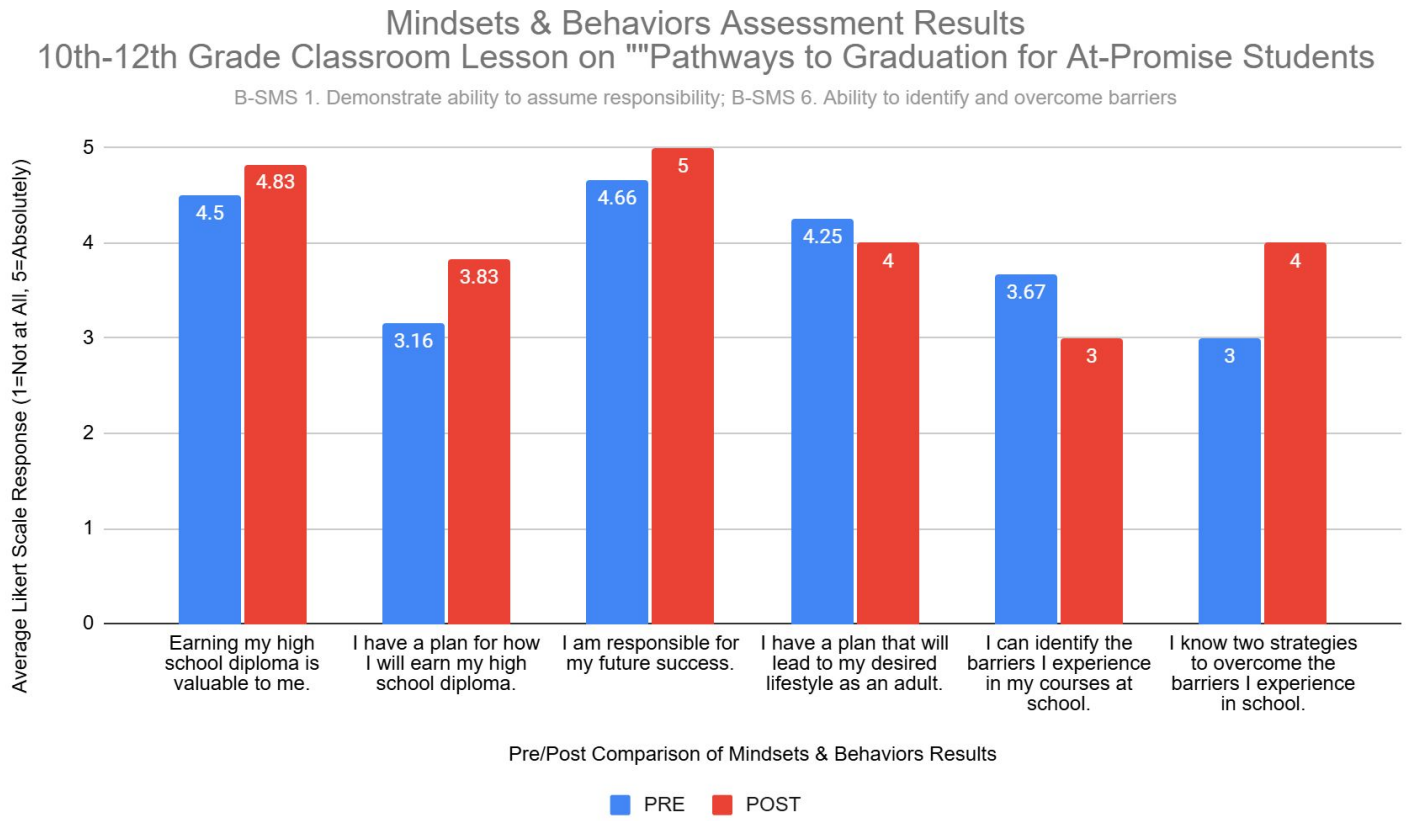
★ More Visibility
- Academic classroom visits
- Content teacher collaboration

10th-11th grade Small Group Results Report for "Pathways to Graduation for At-Promise Scholars"



8 participants (LA = 5, Yolo = 3))

10th-11th grade Small Group Results (cont.)



Small Group Discussion/Feedback

Total SG Lessons Delivered 24-25	16
Scholar SG Participants 24-25	32

2025-2026 SG Planning	
NOV	At-promise 9-12th
NOV	Senior College/Career
JAN	6-8 Academic
JAN	6-8 Social Emotional
JAN	9-12 SEL/Academic

- ★ Growth: Students came back for all 4 lessons, or attended at least 2-3.
  - Recruitment:
    - Sept. Counseling Presentations
    - Small Group Sign Up Session
    - Deliver groups in Nov & Jan
- ★ Opportunity: Consistent attendance of 3-8 scholars for a small group

Closing-the-Gap Results Report







Progress Grades

Decrease the cumulative number of F's for identified scholars each semester.

Credit Status

Increase the number of scholars eligible to graduate on time with their 4-year cohort.

Graduation Rates

Increase the graduation rates for all scholars and close gaps in achievement.

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Closing-the-Gap Data (cont.)

Graduation Rates	2020-21	2021-22	2022-23	2023-24	2024-25 Anticipated
LA	40%	60%	60%	77.6%	46 grads, 5 non-grads (~90%)
SD	62.5%	62%	60%	64.8%	40 grads, 8 non-grads (~83%)
Yolo	66.7%	72%	84%	75.8%	11 grads, 1 non-grad (~91%)

COMPASS CHARTER SCHOOLS

School Counseling Advisory Council End of Year Survey



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Closing

2025-2026 Meeting Schedule:

- Meet for an hour and a half, twice per school year, in the Fall and Spring semesters from 12 - 1:30 pm.
  - Thursday **12/11/2025** - #1 Annual Goals
  - Thursday **6/4/2026** - #2 Annual Results



Ms. Michelle Bateman | Counselor
mbateman@compasscharters.org

Mrs. Gabby Ayala | Counselor
gayala@compasscharters.org

COMPASS CHARTER SCHOOLS

Coversheet

Instructional Continuity Plan

Section: IX. Academic Services
Item: B. Instructional Continuity Plan
Purpose: Vote
Submitted by: Greg Cohen
Related Material: 2025_Instructional_Continuity_Plan for Compass_.pdf

BACKGROUND:

Per SB 153, Schools are required to have an instructional continuity plan approved by the board and included in the Comprehensive School Safety Plan.

Summary of Plan: As a virtual school, our instructional services would largely continue as usual, with safety and mental health assessment increased during emergencies.

RECOMMENDATION:

Approve

2025-26 Instructional Continuity Plan (ICP)

This template provides a framework for the Instructional Continuity Plan (ICP) and should be tailored to the unique needs and resources of the LEA and its school sites.

Guidance regarding completion and requirements of the Instructional Continuity Plan (ICP), including SB 153 requirement that this ICP be included in the Comprehensive School Safety Plan (CSSP) by July 1, 2025 can be found at https://www.cde.ca.gov/re/di/or/icpguidance.asp.

Local Educational Agency (LEA) Name	School Name	Contact Name and Title	Email and Phone
Compass Charter Schools	Compass Charter Schools	Greg Cohen, Chief Academic Officer	gcohen@Compasscharters.org 855.937.4227

Introduction and Purpose

Information about the Instructional Continuity Plan (ICP) requirements, revision and adoption dates.

This Instructional Continuity Plan (ICP) was last revised on and adopted by Compass Charter Schools on 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 the LEA's Comprehensive School Safety Plan (CSSP) by July 1, 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.

The purpose of this Instructional Continuity Plan (ICP) is to ensure that Compass Charter Schools maintains high-quality instruction and equitable access to learning for all scholars in the event of emergencies, school closures, or other disruptions. As a non-classroom-based charter school, Compass is well-positioned to continue operations using virtual platforms and personalized learning models.

Engagement with Pupils and Families

Protocol for Engagement

Protocol for engagement with pupils and their families.

As required, Compass Charter Schools will engage with pupils and their families as soon as practicable, but **no later than five calendar days** following an emergency. Informational updates and assessments will be delivered via ParentSquare, and/or website updates. Supervising Teachers will confirm students on their caseloads are safe, and contact the counseling team and MKV specialist to ensure housing, social, emotional and mental health needs are met. Safety and welfare checks will be documented in the contact manager in the Student Information System.

Methods of Two-Way Communication

Methods for two-way engagement.

The protocol for engagement with pupils and their families is designed to establish two-way communication. Current existing methods include:

- Emergency flow chart to route incoming calls or messages to appropriate personnel
- ParentSquare, which allows the school to message via email, phone and text, simultaneously if needed.
- Compass can also use the Zoom app to facilitate SMS and phone calls directly to families.

Plans for Unforeseen Events

Plans to address unforeseen events such as power outages and damage to infrastructure and how they may impact methods for two-way communication.

As a virtual school absent of facilities, a local power outage would have limited impact on school services.

Support for Special Needs

Plans designed to identify and provide support for pupils' social-emotional, mental health, and academic needs.

As a virtual school, the assignment work record can be used to help support the academic needs of students by focusing on standards based learning and proficiency. This focus helps to adjust and further personalize learning for scholars who are experiencing an emergency.

Services that support student IEPs are typically delivered virtually, or in some cases, through at-home visits or at an off-site location operated by a contractor. IEP supporting services should continue as normal. Further, each scholar has an individualized Emergency Provisions Plan incorporated into the IEP which outlines and addresses how Compass will serve scholars in the event of an emergency.

Access to Instruction

Timeline for Access to Instruction

Timeline for access to instruction no more than 10 instructional days following the emergency.

As required, Compass Charter Schools will provide access to in-person or remote instruction as soon as practicable, but **no more than 10 instructional days** following the emergency. As most of Compass instruction is delivered via online learning platforms or independent study, instruction can resume when it is safe to do so.

Conditions for Resuming Access to In-Person Instruction

Conditions under which in-person instruction will resume and any alternative sites or arrangements considering various aspects of recovery.

Outlined below are conditions under which in-person instruction will resume and any alternative sites or arrangements considering various aspects of recovery, including:

- Evacuation orders lifted
- Power and utilities functioning
- Healthy air quality
- Access to safe and clean water
- Campus free from debris and hazards
- Internet fiber lines connected and functioning
- Sufficient staff available
- Kitchens operational for meals

Remote Instruction

Plans for remote instruction.

As required, Compass Charter School'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.

Access to Instructional Materials

Methods for distributing digital and non-digital materials.

As required, remote instruction offered will align with expectations of access and equity.

Access to Schoolwork

Platforms and processes for accessing and submitting schoolwork.

As required, remote instruction offered will align with expectations of access and equity.

Temporary Reassignment

Procedures and agreements for temporary reassignment with neighboring LEAs.

Compass Charter Schools provides support to pupils and families to enroll in or be temporarily reassigned to another site, school district, county office of education, or charter school if an emergency or natural disaster disrupts in-person learning.

Instructional Continuity

Communication Protocols

Communication protocols for families, students, staff and faculty, including how information will be made available and with what frequency including methods and timelines.

Compass will provide timely communication through ParentSquare, which can message parents through voicemail, email and text simultaneously. Compass will lean into its already established Monday Morning Update, and can supplement messaging daily, or more, if needed, as needed. Lastly, Compass will utilize its website to provide an additional layer of communication.

Technological Readiness

Technology readiness for educators and students to support a pivot from in-person to remote learning through independent study including early access to independent study program written agreements, online access to assignments and academic resources, assignment of devices, online instructional platform and access to internet and devices.

Compass Charter Schools is fortunate for the fact that we are already a fully remote instructional program that is able to offer 1:1 Chromebooks to our scholars, and that our families are able to use these devices in their own “learn-from-home” environment with their local ISP. We are both a Google for Education school and a Zoom for Education school. This means all our scholars have access to Zoom and G Suite software, which they use along with their instructors to engage

with academic content and attend live lessons. This “diversification” of technology and internet access points—as well as our suite of cloud-based instructional tools—significantly reduces the risk of a mass, catastrophic event that would limit our scholars’ ability to access their online instruction (e.g., as is the risk to bricks-and-mortar campuses in the event of a campus shut down).

However, if our scholars were to face a widespread environmental event impacting their region (e.g., wildfire, earthquake), Compass is prepared to offer families new devices to replace any that may have been damaged or left behind. We are also prepared to offer hotspots or internet reimbursement for Starlink internet to allow families internet access on the go. All of Compass’s academic resources are accessible online for families through our web-based SIS system (School Pathways) and SSO system (Clever). This includes access to learning management systems (LMS), instructional content and lessons, and independent study agreements and academic records. The combined flexibility of our remote instructional programs, our ability to provide tech equipment to families on demand, and our commitment to cloud-based services to house academic content and records significantly reduces any risk of educational disruption for families due to environmental risks or catastrophic events.

Compass Charter Schools partners with vendors that provide us with guaranteed backups of academic content and records. The primary risk points would be our SIS system (School Pathways), our LMS system (Agilix/BUZZ) and Seesaw, and our Google for Education domain, as these host the bulk of our academic records and content. School Pathways not only performs backups on their end, but we have our SIS instance mirrored in a sand box or testing version of the instance, which is only accessible to a handful of administrators. This means that in a catastrophic event in which our instance were to be deleted or face mass degradation, we would be able to rely on School Pathways to provide us with a backup. The same guarantee is provided to us through Agilix (BUZZ) and Seesaw. Compass also uses SysCloud to perform daily backups of our Google for Education domain, which includes backups of all Google Classrooms and associated grades.

Finally, in the event of any other unforeseen, catastrophic vendor failure or breach of contract, Compass is able to levy its insurance (e.g., cybersecurity insurance) to work with the vendor in question to mitigate any risks or access issues for families.

Instruction and Assessment

Prioritization of essential learning, making standards-aligned learning objectives, methods for monitoring progress and additional support whenever possible, including tutoring, check-ins, virtual office hours or other methods.

The instructional staff utilize multiple points of data to prioritize instructional needs for students. Through standard-aligned curriculum and supplemental support, staff is able to increase student skills while they are reinforced by grade-level curriculum lessons. As most of Compass instruction and assessment is delivered via online learning platforms or independent study, instruction and assessment can resume when it is safe to do so.

Access (Equity, Accessibility, and Inclusion)

Equity, Accessibility, and Inclusion

How all students, including those with disabilities, those experiencing homelessness, foster youth, or English learner (EL) students will continue to have equal access to instructional resources.

Upon identification, scholars experiencing homelessness or in foster care are enrolled immediately. They are promptly connected with academic and support services to prevent any interruption in their education. Records from the previous school are requested to help with proper placement.

Scholars in temporary or unstable housing situations will receive a school-issued laptop and internet connectivity support (e.g., Wi-Fi hotspots). Distribution is coordinated through the enrollment specialists and Scholar Community Advocate in collaboration with the IT staff. We coordinate the delivery of physical curriculum, supplemental learning materials, and essential school supplies to scholars residing in shelters, hotels, vehicles, or other temporary housing situations. This guarantees all scholars can fully participate in instruction regardless of their living conditions.

The designated liaison (Scholar Community Advocate) and support staff provide case management for McKinney-Vento and foster youth scholars, helping to identify and eliminate barriers to engagement. Regular check-ins ensure scholars are connected to tutoring, intervention services, special education support, emergency shelters, transitional housing, or

mental health referrals as needed. Ongoing collaboration between the Scholar Community Advocate and instructional teams ensures no scholar is left behind.

Compass provides every scholar with access to a school-issued device and internet connectivity solutions as needed, removing barriers to participation in daily instruction. Our virtual model allows for flexible, asynchronous learning, while also offering regular synchronous sessions and office hours with teachers, tutors, and support staff to meet individual needs.

English learners receive designated and integrated ELD support through both live instruction and asynchronous platforms like Lexia, NearPod EL, and recorded tutoring sessions.

Individualized Education Plans (IEP)

How will IEPs continue to be provided and maintained.

Services that support student IEPs are typically delivered virtually, or in some cases, through at-home visits or at an off-site in person location operated by a contractor. IEP supporting services should continue as normal. Further, each scholar has an individualized Emergency Provisions Plan incorporated into the IEP which outlines and addresses how Compass will serve scholars in the event of an emergency. This is an IEP discussion that is included in the Emergency provisions plan.

English Learners (EL)

How will EL students continue to be supported in alignment with the California English Learner Roadmap Policy.

Compass supports English Learners in alignment with the California English Learner Roadmap Policy by ensuring equitable, inclusive, and high-quality instruction in our virtual independent study setting. ELs receive both Designated and Integrated ELD instruction aligned with state standards. Designated ELD is delivered during dedicated instructional time with a focus on language acquisition, while Integrated ELD is embedded across content areas using scaffolding, visuals, and language objectives to ensure access to rigorous curriculum.

Instruction is delivered by appropriately credentialed teachers trained in virtual ELD strategies. Progress is monitored regularly using tools such as Lexia, Freckle, Lalilo, IXL or STAR assessments, and supports are adjusted as needed.

EL students benefit from the school's Multi-Tiered System of Supports (MTSS), which provides access to additional academic interventions and tutoring. Regular collaboration through our "Whatever It Takes" meetings allows instructional teams to review EL data and implement early, targeted support.

Compass also prioritizes strong family engagement by providing translated communications and tools, and partnering with families to create personalized learning plans that reflect each student's strengths and goals.

Professional Learning

Professional learning opportunities and resources utilized if the need to pivot to remote instruction and assessment arises.

Since we are a virtual school, we excel in delivering high-quality professional learning and instruction in a remote setting. Our professional learning (PL) structure is intentionally designed to meet the needs of our organization and to ensure staff are continuously supported and empowered, even during pivots to remote instruction and assessment, which we are already accustomed to. Our Professional Learning Vision is to: create and deliver a comprehensive, data-driven, collaborative PL program that develops each Compass employee so they can support the diverse needs of our scholars, families, and each other. Our outcomes are centered on ensuring staff feel supported, trusted, empowered, and professionally fulfilled. During in-service days, we have one all-staff keynote, and then 2 or more breakout sessions, where staff can choose a session to personalize their learnings which aligns best to their role.

We dedicate two hours each month to all-staff professional learning, in addition to two full weeks of learning in August and two in-service days throughout the year. All of these sessions are conducted virtually and are structured to be engaging, data-informed, and aligned with our instructional priorities.

In addition to our strong PL model, we also thrive in technology. We leverage a variety of platforms to actively engage scholars in virtual instruction, including Nearpod, Figjam, and Flocabulary, to name a few. Our teachers also enhance instruction using high-quality resources, such as Teachers Pay Teachers, Generation Genius, Mystery Science, and Diffit, ensuring that learning is interactive, differentiated, and aligned to scholar needs.

If the need to pivot arises, we are well-positioned to continue professional learning and assessment practices seamlessly, without disruption.

Well-Being and Support Services

How the LEA will provide access to physical and mental health professionals, including those who speak languages other than English.

We are committed to ensuring that all students in our virtual independent study learning environment have equitable access to physical and mental health support. Students enrolled in our virtual independent study programs have access to school counselors through secure virtual platforms. Virtual/Telehealth options are made available to provide mental health assessments, individual counseling, and wellness check-ins. These services are flexible to accommodate students' independent learning schedules.

To serve multilingual families, we provide bilingual staff and use technical interpretation services during virtual meetings and/or telehealth sessions. All communications and assessment forms are made available in English and Spanish to ensure accessibility. Culturally responsive and trauma-informed care practices are embedded into our virtual counseling support services, helping students and families feel seen, safe, and supported regardless of language or background.

Additionally, we maintain a partnership with Care Solace, a care coordination platform. Care Solace is a mental health care coordination service that helps students, families, and school staff quickly and confidentially connect with mental health treatment providers. Through a secure, 24/7 platform, Care Solace simplifies the process of finding culturally competent and language-accessible care, matching individuals with providers based on their unique needs, insurance, and availability. This service supports our school community by reducing barriers to accessing care, enhancing student well-being, and complementing existing school-based support systems.

Plans to provide access back-up, water and medicines in the event of an emergency.

With no physical location housing students, Compass, through its communication protocols, will provide critical updates and information about emergency resources if needed.

School counselors are integrated into these plans, providing emotional support during and after emergencies. They help students regulate emotions, connect with resources, and reestablish a sense of stability.

In the event of an emergency during a field trip, lead chaperones contact the engagement department and create a response plan based on the emergency. Attending students must have an accompanying adult present. 9-1-1 is called for urgent or immediate care.

Plans to ensure continuity of other support services, including special education, counseling, after-school programs, and access to kitchens and food services, adapting these services to the online or hybrid environment when necessary.

We are dedicated to maintaining continuity of care and support for all students, especially those who rely on specialized services. To ensure seamless delivery in an virtual/ hybrid environment:

- **Special Education Services:** IEP teams continue to meet virtually to review goals and ensure compliance. Related services such as speech, occupational therapy, and academic support are delivered through secure online platforms, with accommodations and modifications tailored for remote learning environments.
- **Counseling Services:** School counselors provide virtual individual and group counseling via secure video conferencing, maintain regular check-ins with students, and offer virtual office hours. Social-emotional learning (SEL) lessons and crisis response services are adapted for online/virtual delivery, ensuring ongoing mental health support.
- **Engagement School Programs:** Enrichment opportunities are offered online through live sessions, providing students with continued access to virtual engagement offerings such as virtual clubs, virtual field trips, and virtual events that promote engagement and well-being.

Site-Based Collaboration

How administrators, faculty, information technology staff, students, and parents in the development and implementation of this ICP.

This plan was developed collaboratively with input from various Compass departments. The plan will be continuously reviewed as part of Compass' safety plan efforts, obtaining input from the student advisory and the parent advisory committees.

Return to Site-Based Learning

Conditions that must be met prior to returning from disruption including reopening sites.
This is not applicable as Compass does not have physical classrooms on sites.

Integration with Comprehensive School Safety Plan (CSSP)

Integration of this Instructional Continuity Plan (ICP) into Compass Charter Schools Los Angeles's Comprehensive School Safety Plan (CSSP).

This Instructional Continuity Plan (ICP) will be included as an integral component of Compass Charter School's Comprehensive School Safety Plan (CSSP) by July 1, 2025, as required by SB 153. The information in this ICP will be considered in relation to other aspects of the existing safety plan. A locally-adopted CSSP must include this ICP to obtain approval of a Form J-13A waiver request beginning in fiscal year 2026-27.

Review and Updates of this Instructional Continuity Plan (ICP)

Frequency of review and update of this ICP.

This Instructional Continuity Plan will be reviewed and updated in collaboration with Educational Partners, considering feedback and lessons learned on a yearly basis in alignment with the Comprehensive School Safety Plan review process and will be adopted by March 1st of every school year.

Coversheet

Special Education Contracts

Section: IX. Academic Services
Item: C. Special Education Contracts
Purpose: Vote
Submitted by: Greg Cohen
Related Material: AACA _ Compass 2025-2026 Master Contract.pdf
Butterfly Effects _ Compass 2025-2026 Master Contract.pdf
El Paseo _ Compass 2025-2026 Master Contract.pdf
TTC4Success _ Compass 2025-2026 Master Contract.pdf
Wonder Psych Services _ Compass 2025-2026 Master Contract.pdf
Specialized Therapy Services (OAS) _ Co...026 Master Contract.pdf
Partners in Special Education (PSE) _ C...026 Master Contract.pdf
Oxford _ Compass 2025-2026 Master Contract.pdf

BACKGROUND:

Eight contracts for special education services seeking board approval.

RECOMMENDATION:

Appoval.

Nonpublic, Nonsectarian School/Agency Services

MASTER CONTRACT

2025-2026

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA COMPASS CHARTER SCHOOLS

Contract Year 2025-2026

X Nonpublic School (NPS)

Nonpublic Agency (NPA)

Type of Contract:

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

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

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

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2025-2026

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on July 1, 2025, between Compass Charter Schools, hereinafter referred to as the local educational agency ("LEA"), a member of the El Dorado SELPA and Academy for Advancement of Children with Autism / AACA (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq*. and Title 5 of the California Code of Regulations section 3000 *et seq*., AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Service Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all relevant services specified in the student's Individualized Education Program (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for the development of the ISA and invoices.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 et seq and within the professional scope of practice of each provider's license, certification, and/or credential. A current copy of CONTRACTOR's NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such

certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract.

Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

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

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2025 to June 30, 2026 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2025 (Title 5 California Code of Regulations section 3062(d)). In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days (Education Code 56366(c)(1)). If, after 60 days the master contract or individual services agreement has not been finalized, as prescribed

in paragraph (1) of subdivision (a), either party may appeal to the county superintendent of schools, if the county superintendent of schools is not participating in the local plan involved in the nonpublic, nonsectarian school or agency contract; or the Superintendent, if the county superintendent of schools is participating in the local plan involved in the contract, to negotiate the contract. Within 30 days of receipt of this appeal, the county superintendent of schools or the Superintendent, or the individual designee, shall mediate the formulation of a contract, which shall be binding upon both parties (Education Code 56366 (c) (2)). No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

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

6. INDIVIDUAL SERVICE AGREEMENT ("ISA")

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

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

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

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

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, and employees.

b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.

c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).

d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate

degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

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

f. "Parent" means:

i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,

ii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,

iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,

iv. a surrogate parent,

v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

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

g. The term "days" means calendar days unless otherwise specified.

h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.

i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.

j. It is understood that the term "Master Contract" also means "Contract" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

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

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

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, , including verification of behavior training consistent with 56366.1; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws, if applicable; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors.

CONTRACTOR shall grant the following access to student records, (a) the student's parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days. CONTRACTOR shall electronically provide all of the following documents in its possession to the LEA for permanent storage: cumulative transcripts, including transcripts from other districts/charters; immunization card and verification of exemption from required immunization; and, birth certificate or other legal document(s) used to verify birth date.

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting.

To terminate the contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

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

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

$2,000,000 per occurrence
$ 500,000 fire damage
$ 5,000 medical expenses
$1,000,000 personal & adv. injury

$3,000,000 general aggregate
$2,000,000 products/completed operations aggregate

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

B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of $1,000,000/$1,000,000/$1,000,000.

C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a $1 million combined single limit.

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

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

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

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

E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

F. Any deductibles or self-insured retentions above $100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH

A RESIDENTIAL TREATMENT FACILITY ("RTC")

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

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

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

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

B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of $1,000,000/$1,000,000/$1,000,000.

C. **Commercial Auto Liability** coverage with limits of $1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is $5,000,000 Combined Single Limit per Occurrence.

D. **Fidelity Bond** or **Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be $250,000 per occurrence, with no self-insured retention.

E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

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

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

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

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

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

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

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 44 Clearance Requirements and Section 45 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

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

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

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

20. NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

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

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the student's IEP and

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

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

22. GENERAL PROGRAM OF INSTRUCTION

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

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

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

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to

authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

24. CLASS SIZE

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

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

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

25. CALENDARS

When CONTRACTOR is an NPS, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or

required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

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

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

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

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

26. DATA REPORTING

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

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

and 48915.

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California ("ELPAC"), the Alternative English Language Proficiency Assessments for California ("Alternative ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, et seq., 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and it's implementing regulations. If the IEP team determines that a student's behavior impedes the individual learning or the learning of others, the IEP team is required to

consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

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

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

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies require a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

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

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

8. an intervention that deprives the individual of one or more of the individual's senses.

CONTRACTOR shall comply with Education Code sections 49005.8, 56521.1 and 56521.2. Specifically, Contractor shall not do any of the following:

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

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

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

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

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

31. STUDENT DISCIPLINE

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

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for

such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10^{th}) day of suspension".

32. IEP TEAM MEETINGS

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

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of the individual IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

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

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

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall recognize an LEA appointed surrogate parent assignments for students without parental representation, including unaccompanied homeless youths, in special education procedures pursuant to California Government Code Section 7579.5. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756.* A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any

time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq*.; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

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

prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

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

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

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

37. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR is responsible for assigning grades for any course of instruction taught at the NPS. The grades determined by the pupil's teacher, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final and consistent with the provisions specified in EC Section 49066. The grades each pupil receives in all courses of instruction taught by the NPS shall be reported to the parents and the LEA on a quarterly basis. Consistent with the LEA, should it become evident to the NPS the pupil is in danger of failing a course, the CONTRACTOR must initiate a parent conference, and the LEA representative must be in attendance.

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

Pupils enrolled in high school during the 2020-2021 academic year may request a Pass or No Pass grade as permitted in EC Section 49066.5, which may be reflected on the student's transcript and shall not negatively affect the pupil's grade point average.

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

INDIVIDUAL TRANSITION PLANNING – AB 438, Approved on September 28, 2024

Effective July 1, 2025, if determined appropriate by the pupil's IEP team, beginning when the pupil starts their high school experience and not later than when the pupil is 16 years of age or younger, as appropriate,
and annually thereafter, a statement of needed transition services shall be included in the pupil's individualized education program. If the individualized education program team determines that the pupil would benefit from the postponement of the inclusion of appropriate measurable postsecondary goals and transition services until 16 years of age, rather than when the pupil begins their high school experience, the individualized education program team shall appropriately justify the basis for that postponement. (EC section 56043(h).)

38. STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF STUDENT FROM PROGRAM

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

40. PARENT ACCESS

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

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

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

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

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

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

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

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

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

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal IDEA (20 U.S.C. Sec. 1400 et seq.) and shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type.

42. STATE MEAL MANDATE

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

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by another local school district.

CONTRACTOR acknowledges that the LEA does not receive any state or federal reimbursement for any meals CONTRACTOR provides to LEA students and that CONTRACTOR is only eligible to receive direct reimbursement if it is an approved site under the National School Lunch Program.

In the event the LEA requests CONTRACTOR to provide meals to LEA students, CONTRACTOR will provide breakfast and lunch to LEA students in compliance with the meal pattern requirements under the School Breakfast Program and National School Lunch Program nutritional standards. LEA shall reimburse CONTRACTOR for each meal made available at a mutually agreed upon rate. In the event CONTRACTOR is unable to provide meals, the LEA and CONTRACTOR will work collaboratively to find a solution. In the event CDE determines that meals do not need to be provided, this paragraph shall not apply.

CONTRACTOR shall maintain all documentation of meals provided to LEA students. CONTRACTOR shall comply with record keeping requirements under the School Breakfast Program and National School Lunch Program or LEA template. Upon request, CONTRACTOR shall provide copies of any such records to LEA. CONTRACTOR shall also allow LEA to conduct site monitoring visits as deemed necessary by the LEA.

If CONTRACTOR uses a third-party vendor to provide meals, CONTRACTOR will assure that the third-party vendor agrees to comply with all meal pattern requirements of the School Breakfast Program and National School Lunch Program nutritional standards. Upon request, CONTRACTOR shall provide LEA with any contracts it has with third-party vendors providing meals for students.

43. MONITORING

The State Superintendent of Public Instruction ("Superintendent"), through the delegated monitoring activities to the California Department of Education (CDE), shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil's IEP, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA or SELPA shall report the findings resulting from the monitoring visit to the CDE within 60 calendar days of the onsite visit.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR employees, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the

applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as “CDOJ”) and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR’s employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR’s employees and volunteers shall not come in contact with students, in-person or virtually, until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee’s conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher’s scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).
In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated

by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)). CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

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

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

47. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public-school campus, sign in/out procedures shall be followed by NPS/A providers working in a public-school classroom along with all other procedures for being on campus consistent with school and LEA policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public-school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq*. and 49406, regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis.

CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49422 et seq. when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provide to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name

or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA.
LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

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

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student.Students served in service tracking groups when group size exceeds allowable the group size limits as stipulated within this contract and/or the rate page "Exhibit A";

Service tracking documentation does not meet professional standards as described in this contract. The invoice costs of all outstanding assistive technology devices that are due to have been returned but have not been returned, or for which a police report has not been filed or lacking documented attempt to be filed, at the close of each semester, as described in this contract, will be recouped from the CONTRACTOR in a subsequent invoice.. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

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

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

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

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

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

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

58. PAYMENT FROM OUTSIDE AGENCIES

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

before seeking payment from Medi-Cal for the first time and annually.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

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

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

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

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

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

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

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

61. INSPECTION AND AUDIT

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

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

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

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the

requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

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

62. RATE SCHEDULE

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

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

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

(a) The CONTRACTOR and any of its shareholders, partners, or executive officers are <u>not</u> presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

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

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2025 and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided herein.

CONTRACTOR	**LEA**
Academy for Advancement of Children with Autism / AACA **Nonpublic School/Agency**	**Compass Charter Schools** **LEA Name**
By: _____ **Signature** **Date**	**By:** _____ **Signature** **Date**
_____ **Name and Title of Authorized Representative**	_____ **Name and Title of Authorized Representative**

Notices to CONTRACTOR shall be addressed to:			**Notices to LEA shall be addressed to:**		
Name and Title Leslie Bernstein			**Name and Title** **Elizabeth Brenner, Superintendent & CEO**		
Nonpublic School/Agency/Related Service Provider **Academy for Advancement of Children with Autism / AACA**			**LEA** **Compass Charter Schools**		
Address **21606 Devonshire St., #5049**			**Address** **850 Hampshire Rd., Ste. R**		
City **Chatsworth**	**State** **CA**	**Zip** **91311**	**City** **Thousand Oaks,**	**State** **CA**	**Zip** **91361**
Phone 818 882-0200	**Fax**		**Phone** **855 937-4227**	**Fax** **805 590-7077**	
Email **kvanderpool@autismacademy.org**			**Email** **Ebrenner@compasscharters.org**		

EXHIBIT A: 2025-2026 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Academy for Advancement of Children with Autism / AACA

The CONTRACTOR CDS NUMBER: _____

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: _____

Maximum Contract Amount: $140,000.00

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows: - (***see attached rate sheet***)

NPS Rates 2025 - 2026 - AACA - Chatsworth Rates 6.13.2025.pdf

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2025-2026

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA COMPASS CHARTER SCHOOLS / Butterfly Effects Therapy, Inc.

Contract Year 2025-2026

☐ Nonpublic School (NPS)

X Nonpublic Agency (NPA)

Type of Contract:

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

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

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

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2025-2026

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on July 1, 2025, between Compass Charter Schools, hereinafter referred to as the local educational agency ("LEA"), a member of the El Dorado SELPA and Butterfly Effects Therapy, Inc. (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq*. and Title 5 of the California Code of Regulations section 3000 *et seq*., AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Service Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all relevant services specified in the student's Individualized Education Program (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for the development of the ISA and invoices.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 et seq and within the professional scope of practice of each provider's license, certification, and/or credential. A current copy of CONTRACTOR's NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such

certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract.

Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

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

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2025 to June 30, 2026 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2025 (Title 5 California Code of Regulations section 3062(d)). In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days (Education Code 56366(c)(1)). If, after 60 days the master contract or individual services agreement has not been finalized, as prescribed

in paragraph (1) of subdivision (a), either party may appeal to the county superintendent of schools, if the county superintendent of schools is not participating in the local plan involved in the nonpublic, nonsectarian school or agency contract; or the Superintendent, if the county superintendent of schools is participating in the local plan involved in the contract, to negotiate the contract. Within 30 days of receipt of this appeal, the county superintendent of schools or the Superintendent, or the individual designee, shall mediate the formulation of a contract, which shall be binding upon both parties (Education Code 56366 (c) (2)). No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

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

6. INDIVIDUAL SERVICE AGREEMENT ("ISA")

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

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

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

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

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, and employees.

b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.

c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).

d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate

degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

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

f. "Parent" means:

i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,

ii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,

iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,

iv. a surrogate parent,

v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

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

g. The term "days" means calendar days unless otherwise specified.

h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.

i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.

j. It is understood that the term "Master Contract" also means "Contract" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

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

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

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, , including verification of behavior training consistent with 56366.1; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws, if applicable; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors.

CONTRACTOR shall grant the following access to student records, (a) the student's parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days. CONTRACTOR shall electronically provide all of the following documents in its possession to the LEA for permanent storage: cumulative transcripts, including transcripts from other districts/charters; immunization card and verification of exemption from required immunization; and, birth certificate or other legal document(s) used to verify birth date.

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting.

To terminate the contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

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

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

$2,000,000 per occurrence
$ 500,000 fire damage
$ 5,000 medical expenses
$1,000,000 personal & adv. injury

$3,000,000 general aggregate
$2,000,000 products/completed operations aggregate

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

B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of $1,000,000/$1,000,000/$1,000,000.

C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a $1 million combined single limit.

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

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

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

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

E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

F. Any deductibles or self-insured retentions above $100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH

A RESIDENTIAL TREATMENT FACILITY ("RTC")

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

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

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

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

B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of $1,000,000/$1,000,000/$1,000,000.

C. **Commercial Auto Liability** coverage with limits of $1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is $5,000,000 Combined Single Limit per Occurrence.

D. **Fidelity Bond** or **Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be $250,000 per occurrence, with no self-insured retention.

E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

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

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

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

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

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

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

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 44 Clearance Requirements and Section 45 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

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

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

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

20. NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

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

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the student's IEP and

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

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

22. GENERAL PROGRAM OF INSTRUCTION

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

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

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

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to

authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

24. CLASS SIZE

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

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

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

25. CALENDARS

When CONTRACTOR is an NPS, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or

required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

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

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

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

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

26. DATA REPORTING

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

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

and 48915.

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California ("ELPAC"), the Alternative English Language Proficiency Assessments for California ("Alternative ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, et seq., 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and it's implementing regulations. If the IEP team determines that a student's behavior impedes the individual learning or the learning of others, the IEP team is required to

consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

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

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

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies require a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

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

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

8. an intervention that deprives the individual of one or more of the individual's senses.

CONTRACTOR shall comply with Education Code sections 49005.8, 56521.1 and 56521.2. Specifically, Contractor shall not do any of the following:

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

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

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

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

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

31. STUDENT DISCIPLINE

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

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for

such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10^{th}) day of suspension".

32. IEP TEAM MEETINGS

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

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of the individual IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

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

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

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall recognize an LEA appointed surrogate parent assignments for students without parental representation, including unaccompanied homeless youths, in special education procedures pursuant to California Government Code Section 7579.5. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756.* A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any

time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq*.; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

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

prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

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

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

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

37. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR is responsible for assigning grades for any course of instruction taught at the NPS. The grades determined by the pupil's teacher, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final and consistent with the provisions specified in EC Section 49066. The grades each pupil receives in all courses of instruction taught by the NPS shall be reported to the parents and the LEA on a quarterly basis. Consistent with the LEA, should it become evident to the NPS the pupil is in danger of failing a course, the CONTRACTOR must initiate a parent conference, and the LEA representative must be in attendance.

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

Pupils enrolled in high school during the 2020-2021 academic year may request a Pass or No Pass grade as permitted in EC Section 49066.5, which may be reflected on the student's transcript and shall not negatively affect the pupil's grade point average.

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

INDIVIDUAL TRANSITION PLANNING – AB 438, Approved on September 28, 2024

Effective July 1, 2025, if determined appropriate by the pupil's IEP team, beginning when the pupil starts their high school experience and not later than when the pupil is 16 years of age or younger, as appropriate,
and annually thereafter, a statement of needed transition services shall be included in the pupil's individualized education program. If the individualized education program team determines that the pupil would benefit from the postponement of the inclusion of appropriate measurable postsecondary goals and transition services until 16 years of age, rather than when the pupil begins their high school experience, the individualized education program team shall appropriately justify the basis for that postponement. (EC section 56043(h).)

38. STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF STUDENT FROM PROGRAM

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

40. PARENT ACCESS

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

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

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

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

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

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

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

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

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

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal IDEA (20 U.S.C. Sec. 1400 et seq.) and shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type.

42. STATE MEAL MANDATE

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

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by another local school district.

CONTRACTOR acknowledges that the LEA does not receive any state or federal reimbursement for any meals CONTRACTOR provides to LEA students and that CONTRACTOR is only eligible to receive direct reimbursement if it is an approved site under the National School Lunch Program.

In the event the LEA requests CONTRACTOR to provide meals to LEA students, CONTRACTOR will provide breakfast and lunch to LEA students in compliance with the meal pattern requirements under the School Breakfast Program and National School Lunch Program nutritional standards. LEA shall reimburse CONTRACTOR for each meal made available at a mutually agreed upon rate. In the event CONTRACTOR is unable to provide meals, the LEA and CONTRACTOR will work collaboratively to find a solution. In the event CDE determines that meals do not need to be provided, this paragraph shall not apply.

CONTRACTOR shall maintain all documentation of meals provided to LEA students. CONTRACTOR shall comply with record keeping requirements under the School Breakfast Program and National School Lunch Program or LEA template. Upon request, CONTRACTOR shall provide copies of any such records to LEA. CONTRACTOR shall also allow LEA to conduct site monitoring visits as deemed necessary by the LEA.

If CONTRACTOR uses a third-party vendor to provide meals, CONTRACTOR will assure that the third-party vendor agrees to comply with all meal pattern requirements of the School Breakfast Program and National School Lunch Program nutritional standards. Upon request, CONTRACTOR shall provide LEA with any contracts it has with third-party vendors providing meals for students.

43. MONITORING

The State Superintendent of Public Instruction ("Superintendent"), through the delegated monitoring activities to the California Department of Education (CDE), shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil's IEP, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA or SELPA shall report the findings resulting from the monitoring visit to the CDE within 60 calendar days of the onsite visit.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR employees, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the

applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as “CDOJ”) and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR’s employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR’s employees and volunteers shall not come in contact with students, in-person or virtually, until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee’s conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher’s scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).
In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated

by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)). CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

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

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

47. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public-school campus, sign in/out procedures shall be followed by NPS/A providers working in a public-school classroom along with all other procedures for being on campus consistent with school and LEA policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public-school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq*. and 49406, regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis.

CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49422 et seq. when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provide to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name

or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA.
LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

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

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student.Students served in service tracking groups when group size exceeds allowable the group size limits as stipulated within this contract and/or the rate page "Exhibit A";

Service tracking documentation does not meet professional standards as described in this contract. The invoice costs of all outstanding assistive technology devices that are due to have been returned but have not been returned, or for which a police report has not been filed or lacking documented attempt to be filed, at the close of each semester, as described in this contract, will be recouped from the CONTRACTOR in a subsequent invoice.. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

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

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

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

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

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

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

58. PAYMENT FROM OUTSIDE AGENCIES

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

before seeking payment from Medi-Cal for the first time and annually.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

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

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

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

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

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

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

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

61. INSPECTION AND AUDIT

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

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

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

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the

requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

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

62. RATE SCHEDULE

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

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

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

(a) The CONTRACTOR and any of its shareholders, partners, or executive officers are <u>not</u> presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

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

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2025 and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided herein.

CONTRACTOR	LEA
Butterfly Effects Therapy, Inc. **Nonpublic School/Agency**	Compass Charter Schools **LEA Name**
By: _____ **Signature** **Date**	**By:** _____ **Signature** **Date**
Leticia Fernandez **Name and Title of Authorized Representative**	Elizabeth Brenner, Superintendent & CEO **Name and Title of Authorized Representative**

Notices to CONTRACTOR shall be addressed to:			Notices to LEA shall be addressed to:		
Name and Title **Leticia Fernandez**			**Name and Title** **Elizabeth Brenner, Superintendent & CEO**		
Nonpublic School/Agency/Related Service Provider **Butterfly Effects Therapy, Inc.**			**LEA** **Compass Charter Schools**		
Address **29184 Flowerpark Dr.**			**Address** **850 Hampshire Rd., Ste. R**		
City **Canyon Country**	**State** **CA**	**Zip** **91387**	**City** **Thousand Oaks,**	**State** **CA**	**Zip** **91361**
Phone **661 212-1360**	**Fax**		**Phone** **855 937-4227**	**Fax** **805 590-7077**	
Email **butterflyeffectstherapy@gmail.com**			**Email** **Ebrenner@compasscharters.org**		

EXHIBIT A: 2025-2026 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Butterfly Effects Therapy, Inc.

The CONTRACTOR CDS NUMBER: _____

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: _____

Maximum Contract Amount: $100,000.00

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows: - (***see attached rate sheet***)

Professional Service Rates 2025-2026 - Leticia Pena Fernandez.pdf

Nonpublic, Nonsectarian School/Agency Services

MASTER CONTRACT

2025-2026

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA COMPASS CHARTER SCHOOLS

Contract Year 2025-2026

☐ Nonpublic School (NPS)

X Nonpublic Agency (NPA)

Type of Contract:

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

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

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

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2025-2026

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on July 1, 2025, between Compass Charter Schools, hereinafter referred to as the local educational agency ("LEA"), a member of the El Dorado SELPA and El Paseo Children's Center, Inc. (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq*. and Title 5 of the California Code of Regulations section 3000 *et seq*., AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Service Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all relevant services specified in the student's Individualized Education Program (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for the development of the ISA and invoices.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 et seq and within the professional scope of practice of each provider's license, certification, and/or credential. A current copy of CONTRACTOR's NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such

certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract.

Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

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

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2025 to June 30, 2026 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2025 (Title 5 California Code of Regulations section 3062(d)). In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days (Education Code 56366(c)(1)). If, after 60 days the master contract or individual services agreement has not been finalized, as prescribed

in paragraph (1) of subdivision (a), either party may appeal to the county superintendent of schools, if the county superintendent of schools is not participating in the local plan involved in the nonpublic, nonsectarian school or agency contract; or the Superintendent, if the county superintendent of schools is participating in the local plan involved in the contract, to negotiate the contract. Within 30 days of receipt of this appeal, the county superintendent of schools or the Superintendent, or the individual designee, shall mediate the formulation of a contract, which shall be binding upon both parties (Education Code 56366 (c) (2)). No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

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

6. INDIVIDUAL SERVICE AGREEMENT ("ISA")

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

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

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

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

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, and employees.

b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.

c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).

d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate

degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

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

f. "Parent" means:

i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,

ii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,

iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,

iv. a surrogate parent,

v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

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

g. The term "days" means calendar days unless otherwise specified.

h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.

i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.

j. It is understood that the term "Master Contract" also means "Contract" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

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

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

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, , including verification of behavior training consistent with 56366.1; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws, if applicable; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors.

CONTRACTOR shall grant the following access to student records, (a) the student's parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days. CONTRACTOR shall electronically provide all of the following documents in its possession to the LEA for permanent storage: cumulative transcripts, including transcripts from other districts/charters; immunization card and verification of exemption from required immunization; and, birth certificate or other legal document(s) used to verify birth date.

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting.

To terminate the contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

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

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

$2,000,000 per occurrence
$ 500,000 fire damage
$ 5,000 medical expenses
$1,000,000 personal & adv. injury

$3,000,000 general aggregate
$2,000,000 products/completed operations aggregate

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

B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of $1,000,000/$1,000,000/$1,000,000.

C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a $1 million combined single limit.

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

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

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

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

E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

F. Any deductibles or self-insured retentions above $100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH

A RESIDENTIAL TREATMENT FACILITY ("RTC")

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

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

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

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

B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of $1,000,000/$1,000,000/$1,000,000.

C. **Commercial Auto Liability** coverage with limits of $1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is $5,000,000 Combined Single Limit per Occurrence.

D. **Fidelity Bond** or **Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be $250,000 per occurrence, with no self-insured retention.

E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

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

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

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

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

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

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

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 44 Clearance Requirements and Section 45 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

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

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

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

20. NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

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

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the student's IEP and

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

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

22. GENERAL PROGRAM OF INSTRUCTION

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

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

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

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to

authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

24. CLASS SIZE

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

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

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

25. CALENDARS

When CONTRACTOR is an NPS, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or

required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

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

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

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

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

26. DATA REPORTING

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

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

and 48915.

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California ("ELPAC"), the Alternative English Language Proficiency Assessments for California ("Alternative ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, et seq., 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and it's implementing regulations. If the IEP team determines that a student's behavior impedes the individual learning or the learning of others, the IEP team is required to

consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

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

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

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies require a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

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

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

8. an intervention that deprives the individual of one or more of the individual's senses.

CONTRACTOR shall comply with Education Code sections 49005.8, 56521.1 and 56521.2. Specifically, Contractor shall not do any of the following:

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

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

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

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

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

31. STUDENT DISCIPLINE

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

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for

such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10^{th}) day of suspension".

32. IEP TEAM MEETINGS

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

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of the individual IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

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

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

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall recognize an LEA appointed surrogate parent assignments for students without parental representation, including unaccompanied homeless youths, in special education procedures pursuant to California Government Code Section 7579.5. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756.* A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any

time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq*.; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

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

prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

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

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

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

37. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR is responsible for assigning grades for any course of instruction taught at the NPS. The grades determined by the pupil's teacher, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final and consistent with the provisions specified in EC Section 49066. The grades each pupil receives in all courses of instruction taught by the NPS shall be reported to the parents and the LEA on a quarterly basis. Consistent with the LEA, should it become evident to the NPS the pupil is in danger of failing a course, the CONTRACTOR must initiate a parent conference, and the LEA representative must be in attendance.

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

Pupils enrolled in high school during the 2020-2021 academic year may request a Pass or No Pass grade as permitted in EC Section 49066.5, which may be reflected on the student's transcript and shall not negatively affect the pupil's grade point average.

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

INDIVIDUAL TRANSITION PLANNING – AB 438, Approved on September 28, 2024

Effective July 1, 2025, if determined appropriate by the pupil's IEP team, beginning when the pupil starts their high school experience and not later than when the pupil is 16 years of age or younger, as appropriate,
and annually thereafter, a statement of needed transition services shall be included in the pupil's individualized education program. If the individualized education program team determines that the pupil would benefit from the postponement of the inclusion of appropriate measurable postsecondary goals and transition services until 16 years of age, rather than when the pupil begins their high school experience, the individualized education program team shall appropriately justify the basis for that postponement. (EC section 56043(h).)

38. STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF STUDENT FROM PROGRAM

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

40. PARENT ACCESS

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

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

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

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

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

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

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

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

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

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal IDEA (20 U.S.C. Sec. 1400 et seq.) and shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type.

42. STATE MEAL MANDATE

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

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by another local school district.

CONTRACTOR acknowledges that the LEA does not receive any state or federal reimbursement for any meals CONTRACTOR provides to LEA students and that CONTRACTOR is only eligible to receive direct reimbursement if it is an approved site under the National School Lunch Program.

In the event the LEA requests CONTRACTOR to provide meals to LEA students, CONTRACTOR will provide breakfast and lunch to LEA students in compliance with the meal pattern requirements under the School Breakfast Program and National School Lunch Program nutritional standards. LEA shall reimburse CONTRACTOR for each meal made available at a mutually agreed upon rate. In the event CONTRACTOR is unable to provide meals, the LEA and CONTRACTOR will work collaboratively to find a solution. In the event CDE determines that meals do not need to be provided, this paragraph shall not apply.

CONTRACTOR shall maintain all documentation of meals provided to LEA students. CONTRACTOR shall comply with record keeping requirements under the School Breakfast Program and National School Lunch Program or LEA template. Upon request, CONTRACTOR shall provide copies of any such records to LEA. CONTRACTOR shall also allow LEA to conduct site monitoring visits as deemed necessary by the LEA.

If CONTRACTOR uses a third-party vendor to provide meals, CONTRACTOR will assure that the third-party vendor agrees to comply with all meal pattern requirements of the School Breakfast Program and National School Lunch Program nutritional standards. Upon request, CONTRACTOR shall provide LEA with any contracts it has with third-party vendors providing meals for students.

43. MONITORING

The State Superintendent of Public Instruction ("Superintendent"), through the delegated monitoring activities to the California Department of Education (CDE), shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil's IEP, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA or SELPA shall report the findings resulting from the monitoring visit to the CDE within 60 calendar days of the onsite visit.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR employees, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the

applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as “CDOJ”) and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR’s employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR’s employees and volunteers shall not come in contact with students, in-person or virtually, until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee’s conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher’s scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).
In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated

by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)). CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

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

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

47. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public-school campus, sign in/out procedures shall be followed by NPS/A providers working in a public-school classroom along with all other procedures for being on campus consistent with school and LEA policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public-school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq*. and 49406, regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis.

CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49422 et seq. when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provide to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name

or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA.
LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

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

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student.Students served in service tracking groups when group size exceeds allowable the group size limits as stipulated within this contract and/or the rate page "Exhibit A";

Service tracking documentation does not meet professional standards as described in this contract. The invoice costs of all outstanding assistive technology devices that are due to have been returned but have not been returned, or for which a police report has not been filed or lacking documented attempt to be filed, at the close of each semester, as described in this contract, will be recouped from the CONTRACTOR in a subsequent invoice.. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

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

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

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided

before seeking payment from Medi-Cal for the first time and annually.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10^{th}) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5^{th}) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.

b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.

c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student pupils as defined by California Education Code section 49061(b); registers and roll books of teachers and/or daily service providers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the

requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

(a) The CONTRACTOR and any of its shareholders, partners, or executive officers are <u>not</u> presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2025 and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided herein.

CONTRACTOR	**LEA**
El Paseo Children's Center, Inc. **Nonpublic School/Agency**	**Compass Charter Schools** **LEA Name**
By: _____ **Signature** **Date**	**By:** _____ **Signature** **Date**
Name and Title of Authorized Representative	**Name and Title of Authorized Representative**

Notices to CONTRACTOR shall be addressed to:			**Notices to LEA shall be addressed to:**		
Name and Title **Brent Cooper**			**Name and Title** **Elizabeth Brenner, Superintendent & CEO**		
Nonpublic School/Agency/Related Service Provider **El Paseo Children's Center, Inc.**			**LEA** **Compass Charter Schools**		
Address **74075 El Paseo Dr., Ste. A2B**			**Address** **850 Hampshire Rd., Ste. R**		
City **Palm Desert**	**State** **CA**	**Zip** **92260**	**City** **Thousand Oaks,**	**State** **CA**	**Zip** **91361**
Phone **760 464-5265**	**Fax**		**Phone** **855 937-4227**	**Fax** **805 590-7077**	
Email **b.cooper@elpaseostaffing.com**			**Email** **Ebrenner@compasscharters.org**		

EXHIBIT A: 2025-2026 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: El Paseo Children's Center, Inc.

The CONTRACTOR CDS NUMBER: _____

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: _____

Maximum Contract Amount: $364,000.00

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows: - (***see attached rate sheet***)

2025-26 Compass School Rate Sheet - Brent Cooper.pdf

Nonpublic, Nonsectarian School/Agency Services

MASTER CONTRACT

2025-2026

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA COMPASS CHARTER SCHOOLS

Contract Year 2025-2026

☐ Nonpublic School (NPS)

X Nonpublic Agency (NPA)

Type of Contract:

X Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

☐ Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date:_____

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

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2025-2026

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on July 1, 2025, between Compass Charter Schools, hereinafter referred to as the local educational agency ("LEA"), a member of the El Dorado SELPA and TTC4Success (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq*. and Title 5 of the California Code of Regulations section 3000 *et seq*., AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Service Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all relevant services specified in the student's Individualized Education Program (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for the development of the ISA and invoices.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 et seq and within the professional scope of practice of each provider's license, certification, and/or credential. A current copy of CONTRACTOR's NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such

certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract.

Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2025 to June 30, 2026 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2025 (Title 5 California Code of Regulations section 3062(d)). In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days (Education Code 56366(c)(1)). If, after 60 days the master contract or individual services agreement has not been finalized, as prescribed

in paragraph (1) of subdivision (a), either party may appeal to the county superintendent of schools, if the county superintendent of schools is not participating in the local plan involved in the nonpublic, nonsectarian school or agency contract; or the Superintendent, if the county superintendent of schools is participating in the local plan involved in the contract, to negotiate the contract. Within 30 days of receipt of this appeal, the county superintendent of schools or the Superintendent, or the individual designee, shall mediate the formulation of a contract, which shall be binding upon both parties (Education Code 56366 (c) (2)). No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to the LEA, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA

6. INDIVIDUAL SERVICE AGREEMENT ("ISA")

This Agreement shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP or by written agreement between the parent and LEA. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the NPS/A.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, and employees.

b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.

c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).

d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate

degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

e The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).

f. "Parent" means:

i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,

ii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,

iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,

iv. a surrogate parent,

v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

vi. Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

g. The term "days" means calendar days unless otherwise specified.

h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.

i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.

j. It is understood that the term "Master Contract" also means "Contract" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Contract shall be in writing. Notices shall be mailed, emailed, or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed or emailed to LEA shall be addressed to the person and address as indicated on the signature page of this Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, , including verification of behavior training consistent with 56366.1; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws, if applicable; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors.

CONTRACTOR shall grant the following access to student records, (a) the student's parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days. CONTRACTOR shall electronically provide all of the following documents in its possession to the LEA for permanent storage: cumulative transcripts, including transcripts from other districts/charters; immunization card and verification of exemption from required immunization; and, birth certificate or other legal document(s) used to verify birth date.

10. SEVERABILITY CLAUSE

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting.

To terminate the contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

$2,000,000 per occurrence
$ 500,000 fire damage
$ 5,000 medical expenses
$1,000,000 personal & adv. injury

$3,000,000 general aggregate
$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of $1,000,000/$1,000,000/$1,000,000.

C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a $1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy**,** with the following limits:

$1,000,000 per occurrence
$2,000,000 general aggregate

E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

F. Any deductibles or self-insured retentions above $100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH

A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is an NPS affiliated with a **residential treatment center (NPS/RTC**), the following insurance policies are required:

A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:

$3,000,000 per occurrence
$6,000,000 in General Aggregate**.**

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above $100,000 without the prior written approval of the LEA.

B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of $1,000,000/$1,000,000/$1,000,000.

C. **Commercial Auto Liability** coverage with limits of $1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is $5,000,000 Combined Single Limit per Occurrence.

D. **Fidelity Bond** or **Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be $250,000 per occurrence, with no self-insured retention.

E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers LEA employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 44 Clearance Requirements and Section 45 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

The LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each student within the NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the student's IEP and

ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq...

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to

authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and passing time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary, during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is an NPS, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or

required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract, including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

Using forms developed by the CDE or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900

and 48915.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California ("ELPAC"), the Alternative English Language Proficiency Assessments for California ("Alternative ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend LEA mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, et seq., 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and it's implementing regulations. If the IEP team determines that a student's behavior impedes the individual learning or the learning of others, the IEP team is required to

consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies require a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
   restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities,
5. Prone restraint;
6. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
7. an intervention that precludes adequate supervision of the individual;

8. an intervention that deprives the individual of one or more of the individual's senses.

CONTRACTOR shall comply with Education Code sections 49005.8, 56521.1 and 56521.2. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places the individual's body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back
6. Use prone containment.
7. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915.CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for

such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10^{th}) day of suspension".

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of the individual IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall recognize an LEA appointed surrogate parent assignments for students without parental representation, including unaccompanied homeless youths, in special education procedures pursuant to California Government Code Section 7579.5. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756.* A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any

time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq*.; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s) quarterly.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days

prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR is responsible for assigning grades for any course of instruction taught at the NPS. The grades determined by the pupil's teacher, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final and consistent with the provisions specified in EC Section 49066. The grades each pupil receives in all courses of instruction taught by the NPS shall be reported to the parents and the LEA on a quarterly basis. Consistent with the LEA, should it become evident to the NPS the pupil is in danger of failing a course, the CONTRACTOR must initiate a parent conference, and the LEA representative must be in attendance.

When CONTRACTOR serves students in grades nine (9) through twelve (12) inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not recommend awarding a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

Pupils enrolled in high school during the 2020-2021 academic year may request a Pass or No Pass grade as permitted in EC Section 49066.5, which may be reflected on the student's transcript and shall not negatively affect the pupil's grade point average.

CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

INDIVIDUAL TRANSITION PLANNING – AB 438, Approved on September 28, 2024

Effective July 1, 2025, if determined appropriate by the pupil's IEP team, beginning when the pupil starts their high school experience and not later than when the pupil is 16 years of age or younger, as appropriate,
and annually thereafter, a statement of needed transition services shall be included in the pupil's individualized education program. If the individualized education program team determines that the pupil would benefit from the postponement of the inclusion of appropriate measurable postsecondary goals and transition services until 16 years of age, rather than when the pupil begins their high school experience, the individualized education program team shall appropriately justify the basis for that postponement. (EC section 56043(h).)

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and parent/guardian withdrawal of student against professional advice from a NPS/RTC.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters, when applicable. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. When requested, CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns, both verbal and written, reported to pupil's parents shall also be provided, in writing, to the LEA.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal IDEA (20 U.S.C. Sec. 1400 et seq.) and shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type.

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; ; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by another local school district.

CONTRACTOR acknowledges that the LEA does not receive any state or federal reimbursement for any meals CONTRACTOR provides to LEA students and that CONTRACTOR is only eligible to receive direct reimbursement if it is an approved site under the National School Lunch Program.

In the event the LEA requests CONTRACTOR to provide meals to LEA students, CONTRACTOR will provide breakfast and lunch to LEA students in compliance with the meal pattern requirements under the School Breakfast Program and National School Lunch Program nutritional standards. LEA shall reimburse CONTRACTOR for each meal made available at a mutually agreed upon rate. In the event CONTRACTOR is unable to provide meals, the LEA and CONTRACTOR will work collaboratively to find a solution. In the event CDE determines that meals do not need to be provided, this paragraph shall not apply.

CONTRACTOR shall maintain all documentation of meals provided to LEA students. CONTRACTOR shall comply with record keeping requirements under the School Breakfast Program and National School Lunch Program or LEA template. Upon request, CONTRACTOR shall provide copies of any such records to LEA. CONTRACTOR shall also allow LEA to conduct site monitoring visits as deemed necessary by the LEA.

If CONTRACTOR uses a third-party vendor to provide meals, CONTRACTOR will assure that the third-party vendor agrees to comply with all meal pattern requirements of the School Breakfast Program and National School Lunch Program nutritional standards. Upon request, CONTRACTOR shall provide LEA with any contracts it has with third-party vendors providing meals for students.

43. MONITORING

The State Superintendent of Public Instruction ("Superintendent"), through the delegated monitoring activities to the California Department of Education (CDE), shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil's IEP, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA or SELPA shall report the findings resulting from the monitoring visit to the CDE within 60 calendar days of the onsite visit.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR employees, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the

applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as “CDOJ”) and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR’s employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR’s employees and volunteers shall not come in contact with students, in-person or virtually, until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee’s conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher’s scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).
In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated

by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)). CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

47. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public-school campus, sign in/out procedures shall be followed by NPS/A providers working in a public-school classroom along with all other procedures for being on campus consistent with school and LEA policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public-school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq*. and 49406, regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis.

CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49422 et seq. when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provide to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name

or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA.
LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or
re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student.Students served in service tracking groups when group size exceeds allowable the group size limits as stipulated within this contract and/or the rate page "Exhibit A";

Service tracking documentation does not meet professional standards as described in this contract. The invoice costs of all outstanding assistive technology devices that are due to have been returned but have not been returned, or for which a police report has not been filed or lacking documented attempt to be filed, at the close of each semester, as described in this contract, will be recouped from the CONTRACTOR in a subsequent invoice.. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or
(f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided

before seeking payment from Medi-Cal for the first time and annually.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10^{th}) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5^{th}) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.

b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.

c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student pupils as defined by California Education Code section 49061(b); registers and roll books of teachers and/or daily service providers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the

requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

(a) The CONTRACTOR and any of its shareholders, partners, or executive officers are <u>not</u> presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2025 and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided herein.

CONTRACTOR	**LEA**
TTC4Success **Nonpublic School/Agency**	**Compass Charter Schools** **LEA Name**
By: _____ **Signature** **Date**	**By:** _____ **Signature** **Date**
_____ **Name and Title of Authorized Representative**	_____ **Name and Title of Authorized Representative**

Notices to CONTRACTOR shall be addressed to:			**Notices to LEA shall be addressed to:**		
Name and Title **Tasha Arneson**			**Name and Title** **Elizabeth Brenner, Superintendent & CEO**		
Nonpublic School/Agency/Related Service Provider **TTC4Success**			**LEA** **Compass Charter Schools**		
Address **21150 Union St.**			**Address** **850 Hampshire Rd., Ste. R**		
City **Wildomar**	**State** **CA**	**Zip** **92595**	**City** **Thousand Oaks,**	**State** **CA**	**Zip** **91361**
Phone **951 775-4292**	**Fax**		**Phone** **855 937-4227**	**Fax** **805 590-7077**	
Email **tasha@ttc4success.com**			**Email** **Ebrenner@compasscharters.org**		

EXHIBIT A: 2025-2026 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: TTC4Success

The CONTRACTOR CDS NUMBER: _____

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: _____

Maximum Contract Amount: $150,000.00

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows: - (***see attached rate sheet***)

TTC4SUCCESS Rates 2025-2026 Without Description - Tasha Arneson.pdf

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2025-2026

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA COMPASS CHARTER SCHOOLS

Contract Year 2025-2026

☐ Nonpublic School (NPS)

X Nonpublic Agency (NPA)

Type of Contract:

X Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

☐ Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date:_____

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

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2025-2026

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on July 1, 2025, between Compass Charter Schools, hereinafter referred to as the local educational agency ("LEA"), a member of the El Dorado SELPA and Wonder Psychological Services (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq*. and Title 5 of the California Code of Regulations section 3000 *et seq*., AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Service Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all relevant services specified in the student's Individualized Education Program (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for the development of the ISA and invoices.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 et seq and within the professional scope of practice of each provider's license, certification, and/or credential. A current copy of CONTRACTOR's NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such

certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract.

Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2025 to June 30, 2026 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2025 (Title 5 California Code of Regulations section 3062(d)). In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days (Education Code 56366(c)(1)). If, after 60 days the master contract or individual services agreement has not been finalized, as prescribed

in paragraph (1) of subdivision (a), either party may appeal to the county superintendent of schools, if the county superintendent of schools is not participating in the local plan involved in the nonpublic, nonsectarian school or agency contract; or the Superintendent, if the county superintendent of schools is participating in the local plan involved in the contract, to negotiate the contract. Within 30 days of receipt of this appeal, the county superintendent of schools or the Superintendent, or the individual designee, shall mediate the formulation of a contract, which shall be binding upon both parties (Education Code 56366 (c) (2)). No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to the LEA, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA

6. INDIVIDUAL SERVICE AGREEMENT ("ISA")

This Agreement shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP or by written agreement between the parent and LEA. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the NPS/A.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, and employees.

b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.

c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).

d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate

degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

e The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).

f. "Parent" means:

i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,

ii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,

iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,

iv. a surrogate parent,

v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

vi. Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

g. The term "days" means calendar days unless otherwise specified.

h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.

i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.

j. It is understood that the term "Master Contract" also means "Contract" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Contract shall be in writing. Notices shall be mailed, emailed, or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed or emailed to LEA shall be addressed to the person and address as indicated on the signature page of this Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, , including verification of behavior training consistent with 56366.1; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws, if applicable; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors.

CONTRACTOR shall grant the following access to student records, (a) the student's parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days. CONTRACTOR shall electronically provide all of the following documents in its possession to the LEA for permanent storage: cumulative transcripts, including transcripts from other districts/charters; immunization card and verification of exemption from required immunization; and, birth certificate or other legal document(s) used to verify birth date.

10. SEVERABILITY CLAUSE

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting.

To terminate the contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

$2,000,000 per occurrence
$ 500,000 fire damage
$ 5,000 medical expenses
$1,000,000 personal & adv. injury

$3,000,000 general aggregate
$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of $1,000,000/$1,000,000/$1,000,000.

C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a $1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy**,** with the following limits:

$1,000,000 per occurrence
$2,000,000 general aggregate

E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

F. Any deductibles or self-insured retentions above $100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH

A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is an NPS affiliated with a **residential treatment center (NPS/RTC**), the following insurance policies are required:

A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:

$3,000,000 per occurrence
$6,000,000 in General Aggregate**.**

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above $100,000 without the prior written approval of the LEA.

B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of $1,000,000/$1,000,000/$1,000,000.

C. **Commercial Auto Liability** coverage with limits of $1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is $5,000,000 Combined Single Limit per Occurrence.

D. **Fidelity Bond** or **Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be $250,000 per occurrence, with no self-insured retention.

E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers LEA employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 44 Clearance Requirements and Section 45 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

The LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each student within the NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the student's IEP and

ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq...

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to

authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and passing time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary, during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is an NPS, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or

required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract, including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

Using forms developed by the CDE or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900

and 48915.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California ("ELPAC"), the Alternative English Language Proficiency Assessments for California ("Alternative ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend LEA mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, et seq., 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and it's implementing regulations. If the IEP team determines that a student's behavior impedes the individual learning or the learning of others, the IEP team is required to

consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies require a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
   restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities,
5. Prone restraint;
6. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
7. an intervention that precludes adequate supervision of the individual;

8. an intervention that deprives the individual of one or more of the individual's senses.

CONTRACTOR shall comply with Education Code sections 49005.8, 56521.1 and 56521.2. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places the individual's body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back
6. Use prone containment.
7. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915.CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for

such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10^{th}) day of suspension".

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of the individual IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall recognize an LEA appointed surrogate parent assignments for students without parental representation, including unaccompanied homeless youths, in special education procedures pursuant to California Government Code Section 7579.5. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756.* A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any

time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq*.; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s) quarterly.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days

prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR is responsible for assigning grades for any course of instruction taught at the NPS. The grades determined by the pupil's teacher, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final and consistent with the provisions specified in EC Section 49066. The grades each pupil receives in all courses of instruction taught by the NPS shall be reported to the parents and the LEA on a quarterly basis. Consistent with the LEA, should it become evident to the NPS the pupil is in danger of failing a course, the CONTRACTOR must initiate a parent conference, and the LEA representative must be in attendance.

When CONTRACTOR serves students in grades nine (9) through twelve (12) inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not recommend awarding a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

Pupils enrolled in high school during the 2020-2021 academic year may request a Pass or No Pass grade as permitted in EC Section 49066.5, which may be reflected on the student's transcript and shall not negatively affect the pupil's grade point average.

CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

INDIVIDUAL TRANSITION PLANNING – AB 438, Approved on September 28, 2024

Effective July 1, 2025, if determined appropriate by the pupil's IEP team, beginning when the pupil starts their high school experience and not later than when the pupil is 16 years of age or younger, as appropriate,
and annually thereafter, a statement of needed transition services shall be included in the pupil's individualized education program. If the individualized education program team determines that the pupil would benefit from the postponement of the inclusion of appropriate measurable postsecondary goals and transition services until 16 years of age, rather than when the pupil begins their high school experience, the individualized education program team shall appropriately justify the basis for that postponement. (EC section 56043(h).)

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and parent/guardian withdrawal of student against professional advice from a NPS/RTC.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters, when applicable. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. When requested, CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns, both verbal and written, reported to pupil's parents shall also be provided, in writing, to the LEA.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal IDEA (20 U.S.C. Sec. 1400 et seq.) and shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type.

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; ; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by another local school district.

CONTRACTOR acknowledges that the LEA does not receive any state or federal reimbursement for any meals CONTRACTOR provides to LEA students and that CONTRACTOR is only eligible to receive direct reimbursement if it is an approved site under the National School Lunch Program.

In the event the LEA requests CONTRACTOR to provide meals to LEA students, CONTRACTOR will provide breakfast and lunch to LEA students in compliance with the meal pattern requirements under the School Breakfast Program and National School Lunch Program nutritional standards. LEA shall reimburse CONTRACTOR for each meal made available at a mutually agreed upon rate. In the event CONTRACTOR is unable to provide meals, the LEA and CONTRACTOR will work collaboratively to find a solution. In the event CDE determines that meals do not need to be provided, this paragraph shall not apply.

CONTRACTOR shall maintain all documentation of meals provided to LEA students. CONTRACTOR shall comply with record keeping requirements under the School Breakfast Program and National School Lunch Program or LEA template. Upon request, CONTRACTOR shall provide copies of any such records to LEA. CONTRACTOR shall also allow LEA to conduct site monitoring visits as deemed necessary by the LEA.

If CONTRACTOR uses a third-party vendor to provide meals, CONTRACTOR will assure that the third-party vendor agrees to comply with all meal pattern requirements of the School Breakfast Program and National School Lunch Program nutritional standards. Upon request, CONTRACTOR shall provide LEA with any contracts it has with third-party vendors providing meals for students.

43. MONITORING

The State Superintendent of Public Instruction ("Superintendent"), through the delegated monitoring activities to the California Department of Education (CDE), shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil's IEP, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA or SELPA shall report the findings resulting from the monitoring visit to the CDE within 60 calendar days of the onsite visit.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR employees, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the

applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as “CDOJ”) and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR’s employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR’s employees and volunteers shall not come in contact with students, in-person or virtually, until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee’s conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher’s scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).
In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated

by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)). CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

47. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public-school campus, sign in/out procedures shall be followed by NPS/A providers working in a public-school classroom along with all other procedures for being on campus consistent with school and LEA policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public-school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq*. and 49406, regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis.

CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49422 et seq. when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provide to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name

or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA.
LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or
re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student.Students served in service tracking groups when group size exceeds allowable the group size limits as stipulated within this contract and/or the rate page "Exhibit A";

Service tracking documentation does not meet professional standards as described in this contract. The invoice costs of all outstanding assistive technology devices that are due to have been returned but have not been returned, or for which a police report has not been filed or lacking documented attempt to be filed, at the close of each semester, as described in this contract, will be recouped from the CONTRACTOR in a subsequent invoice.. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or
(f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided

before seeking payment from Medi-Cal for the first time and annually.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10^{th}) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5^{th}) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.

b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.

c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student pupils as defined by California Education Code section 49061(b); registers and roll books of teachers and/or daily service providers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the

requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

(a) The CONTRACTOR and any of its shareholders, partners, or executive officers are <u>not</u> presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2025 and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided herein.

CONTRACTOR	**LEA**
Wonder Psychological Services **Nonpublic School/Agency**	**Compass Charter Schools** **LEA Name**
By: _____ **Signature** **Date**	**By:** _____ **Signature** **Date**
_____ **Name and Title of Authorized Representative**	_____ **Name and Title of Authorized Representative**

Notices to CONTRACTOR shall be addressed to:			**Notices to LEA shall be addressed to:**		
Name and Title **Dr. Ali Duerks**			**Name and Title** **Elizabeth Brenner, Superintendent & CEO**		
Nonpublic School/Agency/Related Service Provider **Wonder Psychological Services**			**LEA** **Compass Charter Schools**		
Address **43020 Black Deer Loop, Ste. 102**			**Address** **850 Hampshire Rd., Ste. R**		
City **Temecula**	**State** **CA**	**Zip** **92592**	**City** **Thousand Oaks,**	**State** **CA**	**Zip** **91361**
Phone **619 632-7079**	**Fax**		**Phone** **855 937-4227**	**Fax** **805 590-7077**	
Email **aliduerks@gmail.com**			**Email** **Ebrenner@compasscharters.org**		

EXHIBIT A: 2025-2026 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Wonder Psychological Services

The CONTRACTOR CDS NUMBER: _____

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: _____

Maximum Contract Amount: $100,00.00

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows: - (***see attached rate sheet***)

Compass Rate Sheet - Dr. Ali Duerks.pdf

Nonpublic, Nonsectarian School/Agency Services

MASTER CONTRACT

2025-2026

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA COMPASS CHARTER SCHOOLS

Contract Year 2025-2026

☐ Nonpublic School (NPS)

X Nonpublic Agency (NPA)

Type of Contract:

X Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

☐ Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date:_____

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

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2025-2026

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on July 1, 2025, between Compass Charter Schools, hereinafter referred to as the local educational agency ("LEA"), a member of the El Dorado SELPA and Specialized Therapy Services / OAS (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq*. and Title 5 of the California Code of Regulations section 3000 *et seq*., AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Service Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all relevant services specified in the student's Individualized Education Program (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for the development of the ISA and invoices.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 et seq and within the professional scope of practice of each provider's license, certification, and/or credential. A current copy of CONTRACTOR's NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such

certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract.

Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2025 to June 30, 2026 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2025 (Title 5 California Code of Regulations section 3062(d)). In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days (Education Code 56366(c)(1)). If, after 60 days the master contract or individual services agreement has not been finalized, as prescribed

in paragraph (1) of subdivision (a), either party may appeal to the county superintendent of schools, if the county superintendent of schools is not participating in the local plan involved in the nonpublic, nonsectarian school or agency contract; or the Superintendent, if the county superintendent of schools is participating in the local plan involved in the contract, to negotiate the contract. Within 30 days of receipt of this appeal, the county superintendent of schools or the Superintendent, or the individual designee, shall mediate the formulation of a contract, which shall be binding upon both parties (Education Code 56366 (c) (2)). No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to the LEA, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA

6. INDIVIDUAL SERVICE AGREEMENT ("ISA")

This Agreement shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP or by written agreement between the parent and LEA. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the NPS/A.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, and employees.

b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.

c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).

d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate

degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

e The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).

f. "Parent" means:

i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,

ii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,

iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,

iv. a surrogate parent,

v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

vi. Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

g. The term "days" means calendar days unless otherwise specified.

h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.

i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.

j. It is understood that the term "Master Contract" also means "Contract" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Contract shall be in writing. Notices shall be mailed, emailed, or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed or emailed to LEA shall be addressed to the person and address as indicated on the signature page of this Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, , including verification of behavior training consistent with 56366.1; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws, if applicable; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors.

CONTRACTOR shall grant the following access to student records, (a) the student's parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days. CONTRACTOR shall electronically provide all of the following documents in its possession to the LEA for permanent storage: cumulative transcripts, including transcripts from other districts/charters; immunization card and verification of exemption from required immunization; and, birth certificate or other legal document(s) used to verify birth date.

10. SEVERABILITY CLAUSE

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting.

To terminate the contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

$2,000,000 per occurrence
$ 500,000 fire damage
$ 5,000 medical expenses
$1,000,000 personal & adv. injury

$3,000,000 general aggregate
$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of $1,000,000/$1,000,000/$1,000,000.

C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a $1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy**,** with the following limits:

$1,000,000 per occurrence
$2,000,000 general aggregate

E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

F. Any deductibles or self-insured retentions above $100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH

A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is an NPS affiliated with a **residential treatment center (NPS/RTC**), the following insurance policies are required:

A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:

$3,000,000 per occurrence
$6,000,000 in General Aggregate**.**

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above $100,000 without the prior written approval of the LEA.

B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of $1,000,000/$1,000,000/$1,000,000.

C. **Commercial Auto Liability** coverage with limits of $1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is $5,000,000 Combined Single Limit per Occurrence.

D. **Fidelity Bond** or **Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be $250,000 per occurrence, with no self-insured retention.

E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers LEA employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 44 Clearance Requirements and Section 45 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

The LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each student within the NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the student's IEP and

ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq...

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to

authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and passing time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary, during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is an NPS, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or

required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract, including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

Using forms developed by the CDE or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900

and 48915.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California ("ELPAC"), the Alternative English Language Proficiency Assessments for California ("Alternative ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend LEA mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, et seq., 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and it's implementing regulations. If the IEP team determines that a student's behavior impedes the individual learning or the learning of others, the IEP team is required to

consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies require a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
   restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities,
5. Prone restraint;
6. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
7. an intervention that precludes adequate supervision of the individual;

8. an intervention that deprives the individual of one or more of the individual's senses.

CONTRACTOR shall comply with Education Code sections 49005.8, 56521.1 and 56521.2. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places the individual's body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back
6. Use prone containment.
7. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915.CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for

such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10^{th}) day of suspension".

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of the individual IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall recognize an LEA appointed surrogate parent assignments for students without parental representation, including unaccompanied homeless youths, in special education procedures pursuant to California Government Code Section 7579.5. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756.* A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any

time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq*.; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s) quarterly.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days

prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR is responsible for assigning grades for any course of instruction taught at the NPS. The grades determined by the pupil's teacher, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final and consistent with the provisions specified in EC Section 49066. The grades each pupil receives in all courses of instruction taught by the NPS shall be reported to the parents and the LEA on a quarterly basis. Consistent with the LEA, should it become evident to the NPS the pupil is in danger of failing a course, the CONTRACTOR must initiate a parent conference, and the LEA representative must be in attendance.

When CONTRACTOR serves students in grades nine (9) through twelve (12) inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not recommend awarding a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

Pupils enrolled in high school during the 2020-2021 academic year may request a Pass or No Pass grade as permitted in EC Section 49066.5, which may be reflected on the student's transcript and shall not negatively affect the pupil's grade point average.

CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

INDIVIDUAL TRANSITION PLANNING – AB 438, Approved on September 28, 2024

Effective July 1, 2025, if determined appropriate by the pupil's IEP team, beginning when the pupil starts their high school experience and not later than when the pupil is 16 years of age or younger, as appropriate,
and annually thereafter, a statement of needed transition services shall be included in the pupil's individualized education program. If the individualized education program team determines that the pupil would benefit from the postponement of the inclusion of appropriate measurable postsecondary goals and transition services until 16 years of age, rather than when the pupil begins their high school experience, the individualized education program team shall appropriately justify the basis for that postponement. (EC section 56043(h).)

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and parent/guardian withdrawal of student against professional advice from a NPS/RTC.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters, when applicable. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. When requested, CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns, both verbal and written, reported to pupil's parents shall also be provided, in writing, to the LEA.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal IDEA (20 U.S.C. Sec. 1400 et seq.) and shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type.

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; ; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by another local school district.

CONTRACTOR acknowledges that the LEA does not receive any state or federal reimbursement for any meals CONTRACTOR provides to LEA students and that CONTRACTOR is only eligible to receive direct reimbursement if it is an approved site under the National School Lunch Program.

In the event the LEA requests CONTRACTOR to provide meals to LEA students, CONTRACTOR will provide breakfast and lunch to LEA students in compliance with the meal pattern requirements under the School Breakfast Program and National School Lunch Program nutritional standards. LEA shall reimburse CONTRACTOR for each meal made available at a mutually agreed upon rate. In the event CONTRACTOR is unable to provide meals, the LEA and CONTRACTOR will work collaboratively to find a solution. In the event CDE determines that meals do not need to be provided, this paragraph shall not apply.

CONTRACTOR shall maintain all documentation of meals provided to LEA students. CONTRACTOR shall comply with record keeping requirements under the School Breakfast Program and National School Lunch Program or LEA template. Upon request, CONTRACTOR shall provide copies of any such records to LEA. CONTRACTOR shall also allow LEA to conduct site monitoring visits as deemed necessary by the LEA.

If CONTRACTOR uses a third-party vendor to provide meals, CONTRACTOR will assure that the third-party vendor agrees to comply with all meal pattern requirements of the School Breakfast Program and National School Lunch Program nutritional standards. Upon request, CONTRACTOR shall provide LEA with any contracts it has with third-party vendors providing meals for students.

43. MONITORING

The State Superintendent of Public Instruction ("Superintendent"), through the delegated monitoring activities to the California Department of Education (CDE), shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil's IEP, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA or SELPA shall report the findings resulting from the monitoring visit to the CDE within 60 calendar days of the onsite visit.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR employees, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the

applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as “CDOJ”) and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR’s employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR’s employees and volunteers shall not come in contact with students, in-person or virtually, until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee’s conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher’s scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).
In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated

by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)). CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

47. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public-school campus, sign in/out procedures shall be followed by NPS/A providers working in a public-school classroom along with all other procedures for being on campus consistent with school and LEA policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public-school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq*. and 49406, regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis.

CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49422 et seq. when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provide to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name

or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA.
LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or
re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student.Students served in service tracking groups when group size exceeds allowable the group size limits as stipulated within this contract and/or the rate page "Exhibit A";

Service tracking documentation does not meet professional standards as described in this contract. The invoice costs of all outstanding assistive technology devices that are due to have been returned but have not been returned, or for which a police report has not been filed or lacking documented attempt to be filed, at the close of each semester, as described in this contract, will be recouped from the CONTRACTOR in a subsequent invoice.. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or
(f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided

before seeking payment from Medi-Cal for the first time and annually.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10^{th}) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5^{th}) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.

b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.

c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student pupils as defined by California Education Code section 49061(b); registers and roll books of teachers and/or daily service providers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the

requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

(a) The CONTRACTOR and any of its shareholders, partners, or executive officers are <u>not</u> presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2025 and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided herein.

CONTRACTOR	**LEA**
Specialized Therapy Services / OAS **Nonpublic School/Agency**	**LEA Name**
By: _____ **Signature** **Date**	**By:** _____ **Signature** **Date**
Name and Title of Authorized Representative	**Name and Title of Authorized Representative**

Notices to CONTRACTOR shall be addressed to:			**Notices to LEA shall be addressed to:**		
Name and Title **Steve Oas**			**Name and Title** **Elizabeth Brenner, Superintendent & CEO**		
Nonpublic School/Agency/Related Service Provider **Specialized Therapy Services / OAS**			**LEA** **Compass Charter Schools**		
Address **4204A Adams Ave.**			**Address** **850 Hampshire Rd., Ste. R**		
City **San Diego**	**State** **CA**	**Zip** **92116**	**City** **Thousand Oaks,**	**State** **CA**	**Zip** **91361**
Phone **619 431-5049**	**Fax**		**Phone** **855 937-4227**	**Fax** **805 590-7077**	
Email **steve@theoascenter.com**			**Email** **Ebrenner@compasscharters.org**		

EXHIBIT A: 2025-2026 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Specialized Therapy Services / OAS

The CONTRACTOR CDS NUMBER: _____

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: _____

Maximum Contract Amount: $315,000.00

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows: - (***see attached rate sheet***)

Compass and STS 2025-2026 Exhibit A Rates[66] - Steve Oas.pdf

Nonpublic, Nonsectarian School/Agency Services

MASTER CONTRACT

2025-2026

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA COMPASS CHARTER SCHOOLS

Contract Year 2025-2026

☐ Nonpublic School (NPS)

X Nonpublic Agency (NPA)

Type of Contract:

X Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

☐ Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date:_____

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

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2025-2026

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on July 1, 2025, between Compass Charter Schools, hereinafter referred to as the local educational agency ("LEA"), a member of the El Dorado SELPA and Partners in Special Education (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq*. and Title 5 of the California Code of Regulations section 3000 *et seq*., AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Service Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all relevant services specified in the student's Individualized Education Program (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for the development of the ISA and invoices.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 et seq and within the professional scope of practice of each provider's license, certification, and/or credential. A current copy of CONTRACTOR's NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such

certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract.

Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2025 to June 30, 2026 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2025 (Title 5 California Code of Regulations section 3062(d)). In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days (Education Code 56366(c)(1)). If, after 60 days the master contract or individual services agreement has not been finalized, as prescribed

in paragraph (1) of subdivision (a), either party may appeal to the county superintendent of schools, if the county superintendent of schools is not participating in the local plan involved in the nonpublic, nonsectarian school or agency contract; or the Superintendent, if the county superintendent of schools is participating in the local plan involved in the contract, to negotiate the contract. Within 30 days of receipt of this appeal, the county superintendent of schools or the Superintendent, or the individual designee, shall mediate the formulation of a contract, which shall be binding upon both parties (Education Code 56366 (c) (2)). No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to the LEA, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA

6. INDIVIDUAL SERVICE AGREEMENT ("ISA")

This Agreement shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP or by written agreement between the parent and LEA. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the NPS/A.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, and employees.

b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.

c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).

d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate

degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

e The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).

f. "Parent" means:

i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,

ii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,

iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,

iv. a surrogate parent,

v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

vi. Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

g. The term "days" means calendar days unless otherwise specified.

h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.

i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.

j. It is understood that the term "Master Contract" also means "Contract" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Contract shall be in writing. Notices shall be mailed, emailed, or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed or emailed to LEA shall be addressed to the person and address as indicated on the signature page of this Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, , including verification of behavior training consistent with 56366.1; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws, if applicable; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors.

CONTRACTOR shall grant the following access to student records, (a) the student's parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days. CONTRACTOR shall electronically provide all of the following documents in its possession to the LEA for permanent storage: cumulative transcripts, including transcripts from other districts/charters; immunization card and verification of exemption from required immunization; and, birth certificate or other legal document(s) used to verify birth date.

10. SEVERABILITY CLAUSE

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting.

To terminate the contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

$2,000,000 per occurrence
$ 500,000 fire damage
$ 5,000 medical expenses
$1,000,000 personal & adv. injury

$3,000,000 general aggregate
$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of $1,000,000/$1,000,000/$1,000,000.

C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a $1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy**,** with the following limits:

$1,000,000 per occurrence
$2,000,000 general aggregate

E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

F. Any deductibles or self-insured retentions above $100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH

A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is an NPS affiliated with a **residential treatment center (NPS/RTC**), the following insurance policies are required:

A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:

$3,000,000 per occurrence
$6,000,000 in General Aggregate**.**

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above $100,000 without the prior written approval of the LEA.

B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of $1,000,000/$1,000,000/$1,000,000.

C. **Commercial Auto Liability** coverage with limits of $1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is $5,000,000 Combined Single Limit per Occurrence.

D. **Fidelity Bond** or **Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be $250,000 per occurrence, with no self-insured retention.

E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers LEA employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 44 Clearance Requirements and Section 45 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

The LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each student within the NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the student's IEP and

ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq...

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to

authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and passing time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary, during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is an NPS, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or

required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract, including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

Using forms developed by the CDE or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900

and 48915.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California ("ELPAC"), the Alternative English Language Proficiency Assessments for California ("Alternative ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend LEA mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, et seq., 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and it's implementing regulations. If the IEP team determines that a student's behavior impedes the individual learning or the learning of others, the IEP team is required to

consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies require a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
   restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities,
5. Prone restraint;
6. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
7. an intervention that precludes adequate supervision of the individual;

8. an intervention that deprives the individual of one or more of the individual's senses.

CONTRACTOR shall comply with Education Code sections 49005.8, 56521.1 and 56521.2. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places the individual's body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back
6. Use prone containment.
7. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915.CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for

such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10^{th}) day of suspension".

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of the individual IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall recognize an LEA appointed surrogate parent assignments for students without parental representation, including unaccompanied homeless youths, in special education procedures pursuant to California Government Code Section 7579.5. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756.* A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any

time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq*.; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s) quarterly.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days

prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR is responsible for assigning grades for any course of instruction taught at the NPS. The grades determined by the pupil's teacher, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final and consistent with the provisions specified in EC Section 49066. The grades each pupil receives in all courses of instruction taught by the NPS shall be reported to the parents and the LEA on a quarterly basis. Consistent with the LEA, should it become evident to the NPS the pupil is in danger of failing a course, the CONTRACTOR must initiate a parent conference, and the LEA representative must be in attendance.

When CONTRACTOR serves students in grades nine (9) through twelve (12) inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not recommend awarding a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

Pupils enrolled in high school during the 2020-2021 academic year may request a Pass or No Pass grade as permitted in EC Section 49066.5, which may be reflected on the student's transcript and shall not negatively affect the pupil's grade point average.

CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

INDIVIDUAL TRANSITION PLANNING – AB 438, Approved on September 28, 2024

Effective July 1, 2025, if determined appropriate by the pupil's IEP team, beginning when the pupil starts their high school experience and not later than when the pupil is 16 years of age or younger, as appropriate,
and annually thereafter, a statement of needed transition services shall be included in the pupil's individualized education program. If the individualized education program team determines that the pupil would benefit from the postponement of the inclusion of appropriate measurable postsecondary goals and transition services until 16 years of age, rather than when the pupil begins their high school experience, the individualized education program team shall appropriately justify the basis for that postponement. (EC section 56043(h).)

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and parent/guardian withdrawal of student against professional advice from a NPS/RTC.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters, when applicable. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. When requested, CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns, both verbal and written, reported to pupil's parents shall also be provided, in writing, to the LEA.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal IDEA (20 U.S.C. Sec. 1400 et seq.) and shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type.

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; ; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by another local school district.

CONTRACTOR acknowledges that the LEA does not receive any state or federal reimbursement for any meals CONTRACTOR provides to LEA students and that CONTRACTOR is only eligible to receive direct reimbursement if it is an approved site under the National School Lunch Program.

In the event the LEA requests CONTRACTOR to provide meals to LEA students, CONTRACTOR will provide breakfast and lunch to LEA students in compliance with the meal pattern requirements under the School Breakfast Program and National School Lunch Program nutritional standards. LEA shall reimburse CONTRACTOR for each meal made available at a mutually agreed upon rate. In the event CONTRACTOR is unable to provide meals, the LEA and CONTRACTOR will work collaboratively to find a solution. In the event CDE determines that meals do not need to be provided, this paragraph shall not apply.

CONTRACTOR shall maintain all documentation of meals provided to LEA students. CONTRACTOR shall comply with record keeping requirements under the School Breakfast Program and National School Lunch Program or LEA template. Upon request, CONTRACTOR shall provide copies of any such records to LEA. CONTRACTOR shall also allow LEA to conduct site monitoring visits as deemed necessary by the LEA.

If CONTRACTOR uses a third-party vendor to provide meals, CONTRACTOR will assure that the third-party vendor agrees to comply with all meal pattern requirements of the School Breakfast Program and National School Lunch Program nutritional standards. Upon request, CONTRACTOR shall provide LEA with any contracts it has with third-party vendors providing meals for students.

43. MONITORING

The State Superintendent of Public Instruction ("Superintendent"), through the delegated monitoring activities to the California Department of Education (CDE), shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil's IEP, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA or SELPA shall report the findings resulting from the monitoring visit to the CDE within 60 calendar days of the onsite visit.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR employees, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the

applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as “CDOJ”) and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR’s employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR’s employees and volunteers shall not come in contact with students, in-person or virtually, until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee’s conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher’s scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).
In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated

by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)). CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

47. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public-school campus, sign in/out procedures shall be followed by NPS/A providers working in a public-school classroom along with all other procedures for being on campus consistent with school and LEA policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public-school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq*. and 49406, regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis.

CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49422 et seq. when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provide to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name

or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA.
LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or
re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student.Students served in service tracking groups when group size exceeds allowable the group size limits as stipulated within this contract and/or the rate page "Exhibit A";

Service tracking documentation does not meet professional standards as described in this contract. The invoice costs of all outstanding assistive technology devices that are due to have been returned but have not been returned, or for which a police report has not been filed or lacking documented attempt to be filed, at the close of each semester, as described in this contract, will be recouped from the CONTRACTOR in a subsequent invoice.. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or
(f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided

before seeking payment from Medi-Cal for the first time and annually.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10^{th}) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5^{th}) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.

b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.

c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student pupils as defined by California Education Code section 49061(b); registers and roll books of teachers and/or daily service providers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the

requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

(a) The CONTRACTOR and any of its shareholders, partners, or executive officers are <u>not</u> presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2025 and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided herein.

CONTRACTOR	**LEA**
Partners in Special Education **Nonpublic School/Agency**	**Compass Charter Schools** **LEA Name**
By: _____ **Signature** **Date**	**By:** _____ **Signature** **Date**
Name and Title of Authorized Representative	**Name and Title of Authorized Representative**

Notices to CONTRACTOR shall be addressed to:			**Notices to LEA shall be addressed to:**		
Name and Title **Carol Mispagel**			**Name and Title** **Elizabeth Brenner, Superintendent & CEO**		
Nonpublic School/Agency/Related Service Provider **Partners in Special Education**			**LEA** **Compass Charter Schools**		
Address **320 N. Halstead St.**			**Address** **850 Hampshire Rd., Ste. R**		
City **Pasadena**	**State** **CA**	**Zip** **91107**	**City** **Thousand Oaks,**	**State** **CA**	**Zip** **91361**
Phone **661 965-8459**	**Fax**		**Phone** **855 937-4227**	**Fax** **805 590-7077**	
Email **cmispagel@partnersped.com**			**Email** **Ebrenner@compasscharters.org**		

EXHIBIT A: 2025-2026 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Partners in Special Education

The CONTRACTOR CDS NUMBER: _____

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: _____

Maximum Contract Amount: $525,000.00

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows: - (***see attached rate sheet***)

PSE NPA Services Rate Sheet 25-26 - Carol Mispagel.pdf

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2025-2026

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA COMPASS CHARTER SCHOOLS

Contract Year 2025-2026

☐ Nonpublic School (NPS)

X Nonpublic Agency (NPA)

Type of Contract:

X Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

☐ Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date:_____

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

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2025-2026

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on July 1, 2025, between Compass Charter Schools, hereinafter referred to as the local educational agency ("LEA"), a member of the El Dorado SELPA and Oxford Consulting Services, Inc. (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq*. and Title 5 of the California Code of Regulations section 3000 *et seq*., AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Service Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all relevant services specified in the student's Individualized Education Program (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for the development of the ISA and invoices.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 et seq and within the professional scope of practice of each provider's license, certification, and/or credential. A current copy of CONTRACTOR's NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such

certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract.

Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2025 to June 30, 2026 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2025 (Title 5 California Code of Regulations section 3062(d)). In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days (Education Code 56366(c)(1)). If, after 60 days the master contract or individual services agreement has not been finalized, as prescribed

in paragraph (1) of subdivision (a), either party may appeal to the county superintendent of schools, if the county superintendent of schools is not participating in the local plan involved in the nonpublic, nonsectarian school or agency contract; or the Superintendent, if the county superintendent of schools is participating in the local plan involved in the contract, to negotiate the contract. Within 30 days of receipt of this appeal, the county superintendent of schools or the Superintendent, or the individual designee, shall mediate the formulation of a contract, which shall be binding upon both parties (Education Code 56366 (c) (2)). No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to the LEA, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA

6. INDIVIDUAL SERVICE AGREEMENT ("ISA")

This Agreement shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP or by written agreement between the parent and LEA. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the NPS/A.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, and employees.

b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.

c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).

d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate

degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

e The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).

f. "Parent" means:

i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,

ii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,

iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,

iv. a surrogate parent,

v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

vi. Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

g. The term "days" means calendar days unless otherwise specified.

h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.

i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.

j. It is understood that the term "Master Contract" also means "Contract" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Contract shall be in writing. Notices shall be mailed, emailed, or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed or emailed to LEA shall be addressed to the person and address as indicated on the signature page of this Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, , including verification of behavior training consistent with 56366.1; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws, if applicable; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors.

CONTRACTOR shall grant the following access to student records, (a) the student's parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days. CONTRACTOR shall electronically provide all of the following documents in its possession to the LEA for permanent storage: cumulative transcripts, including transcripts from other districts/charters; immunization card and verification of exemption from required immunization; and, birth certificate or other legal document(s) used to verify birth date.

10. SEVERABILITY CLAUSE

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting.

To terminate the contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

$2,000,000 per occurrence
$ 500,000 fire damage
$ 5,000 medical expenses
$1,000,000 personal & adv. injury

$3,000,000 general aggregate
$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of $1,000,000/$1,000,000/$1,000,000.

C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a $1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy**,** with the following limits:

$1,000,000 per occurrence
$2,000,000 general aggregate

E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

F. Any deductibles or self-insured retentions above $100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH

A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is an NPS affiliated with a **residential treatment center (NPS/RTC**), the following insurance policies are required:

A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:

$3,000,000 per occurrence
$6,000,000 in General Aggregate**.**

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above $100,000 without the prior written approval of the LEA.

B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of $1,000,000/$1,000,000/$1,000,000.

C. **Commercial Auto Liability** coverage with limits of $1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is $5,000,000 Combined Single Limit per Occurrence.

D. **Fidelity Bond** or **Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be $250,000 per occurrence, with no self-insured retention.

E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers LEA employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 44 Clearance Requirements and Section 45 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

The LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each student within the NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the student's IEP and

ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq...

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to

authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and passing time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary, during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is an NPS, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or

required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract, including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

Using forms developed by the CDE or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900

and 48915.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California ("ELPAC"), the Alternative English Language Proficiency Assessments for California ("Alternative ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend LEA mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, et seq., 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and it's implementing regulations. If the IEP team determines that a student's behavior impedes the individual learning or the learning of others, the IEP team is required to

consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies require a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
   restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities,
5. Prone restraint;
6. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
7. an intervention that precludes adequate supervision of the individual;

8. an intervention that deprives the individual of one or more of the individual's senses.

CONTRACTOR shall comply with Education Code sections 49005.8, 56521.1 and 56521.2. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places the individual's body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back
6. Use prone containment.
7. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915.CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for

such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10^{th}) day of suspension".

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of the individual IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall recognize an LEA appointed surrogate parent assignments for students without parental representation, including unaccompanied homeless youths, in special education procedures pursuant to California Government Code Section 7579.5. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756.* A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any

time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq*.; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s) quarterly.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days

prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR is responsible for assigning grades for any course of instruction taught at the NPS. The grades determined by the pupil's teacher, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final and consistent with the provisions specified in EC Section 49066. The grades each pupil receives in all courses of instruction taught by the NPS shall be reported to the parents and the LEA on a quarterly basis. Consistent with the LEA, should it become evident to the NPS the pupil is in danger of failing a course, the CONTRACTOR must initiate a parent conference, and the LEA representative must be in attendance.

When CONTRACTOR serves students in grades nine (9) through twelve (12) inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not recommend awarding a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

Pupils enrolled in high school during the 2020-2021 academic year may request a Pass or No Pass grade as permitted in EC Section 49066.5, which may be reflected on the student's transcript and shall not negatively affect the pupil's grade point average.

CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

INDIVIDUAL TRANSITION PLANNING – AB 438, Approved on September 28, 2024

Effective July 1, 2025, if determined appropriate by the pupil's IEP team, beginning when the pupil starts their high school experience and not later than when the pupil is 16 years of age or younger, as appropriate,
and annually thereafter, a statement of needed transition services shall be included in the pupil's individualized education program. If the individualized education program team determines that the pupil would benefit from the postponement of the inclusion of appropriate measurable postsecondary goals and transition services until 16 years of age, rather than when the pupil begins their high school experience, the individualized education program team shall appropriately justify the basis for that postponement. (EC section 56043(h).)

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and parent/guardian withdrawal of student against professional advice from a NPS/RTC.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters, when applicable. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. When requested, CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns, both verbal and written, reported to pupil's parents shall also be provided, in writing, to the LEA.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal IDEA (20 U.S.C. Sec. 1400 et seq.) and shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type.

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; ; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by another local school district.

CONTRACTOR acknowledges that the LEA does not receive any state or federal reimbursement for any meals CONTRACTOR provides to LEA students and that CONTRACTOR is only eligible to receive direct reimbursement if it is an approved site under the National School Lunch Program.

In the event the LEA requests CONTRACTOR to provide meals to LEA students, CONTRACTOR will provide breakfast and lunch to LEA students in compliance with the meal pattern requirements under the School Breakfast Program and National School Lunch Program nutritional standards. LEA shall reimburse CONTRACTOR for each meal made available at a mutually agreed upon rate. In the event CONTRACTOR is unable to provide meals, the LEA and CONTRACTOR will work collaboratively to find a solution. In the event CDE determines that meals do not need to be provided, this paragraph shall not apply.

CONTRACTOR shall maintain all documentation of meals provided to LEA students. CONTRACTOR shall comply with record keeping requirements under the School Breakfast Program and National School Lunch Program or LEA template. Upon request, CONTRACTOR shall provide copies of any such records to LEA. CONTRACTOR shall also allow LEA to conduct site monitoring visits as deemed necessary by the LEA.

If CONTRACTOR uses a third-party vendor to provide meals, CONTRACTOR will assure that the third-party vendor agrees to comply with all meal pattern requirements of the School Breakfast Program and National School Lunch Program nutritional standards. Upon request, CONTRACTOR shall provide LEA with any contracts it has with third-party vendors providing meals for students.

43. MONITORING

The State Superintendent of Public Instruction ("Superintendent"), through the delegated monitoring activities to the California Department of Education (CDE), shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil's IEP, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA or SELPA shall report the findings resulting from the monitoring visit to the CDE within 60 calendar days of the onsite visit.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR employees, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the

applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as “CDOJ”) and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR’s employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR’s employees and volunteers shall not come in contact with students, in-person or virtually, until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee’s conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher’s scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).
In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated

by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)). CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

47. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public-school campus, sign in/out procedures shall be followed by NPS/A providers working in a public-school classroom along with all other procedures for being on campus consistent with school and LEA policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public-school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq*. and 49406, regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis.

CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49422 et seq. when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provide to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name

or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA.
LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or
re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student.Students served in service tracking groups when group size exceeds allowable the group size limits as stipulated within this contract and/or the rate page "Exhibit A";

Service tracking documentation does not meet professional standards as described in this contract. The invoice costs of all outstanding assistive technology devices that are due to have been returned but have not been returned, or for which a police report has not been filed or lacking documented attempt to be filed, at the close of each semester, as described in this contract, will be recouped from the CONTRACTOR in a subsequent invoice.. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or
(f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided

before seeking payment from Medi-Cal for the first time and annually.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10^{th}) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5^{th}) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.

b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.

c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student pupils as defined by California Education Code section 49061(b); registers and roll books of teachers and/or daily service providers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the

requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

(a) The CONTRACTOR and any of its shareholders, partners, or executive officers are <u>not</u> presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2025 and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided herein.

CONTRACTOR	**LEA**
Oxford Consulting Services, Inc. **Nonpublic School/Agency**	**Compass Charter Schools** **LEA Name**
By: _____ **Signature** **Date**	**By:** _____ **Signature** **Date**
Name and Title of Authorized Representative	**Name and Title of Authorized Representative**

Notices to CONTRACTOR shall be addressed to:	**Notices to LEA shall be addressed to:**
Name and Title **Christina Russi**	**Name and Title** **Elizabeth Brenner, Superintendent & CEO**
Nonpublic School/Agency/Related Service Provider **Oxford Consulting Services, Inc.**	**LEA** **Compass Charter Schools**
Address **28202 Cabot Road, Ste. 300**	**Address** **850 Hampshire Rd., Ste. R**
City **State** **Zip** **Laguna** **CA** **92677** **Niguel**	**City** **State** **Zip** **Thousand Oaks,** **CA** **91361**
Phone **Fax** **949 596-9125**	**Phone** **Fax** **855 937-4227** **805 590-7077**
Email **crussi@oxfordconsulting.com**	**Email** **Ebrenner@compasscharters.org**

EXHIBIT A: 2025-2026 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Oxford Consulting Services, Inc.

The CONTRACTOR CDS NUMBER: _____

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: _____

Maximum Contract Amount: $450,000.00

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows: - (***see attached rate sheet***)

Compass Rates 25-26 Proposed.pdf

Coversheet

Update: Policy #20 Scholar Retention & Promotion

Section:	IX. Academic Services
Item:	D. Update: Policy #20 Scholar Retention & Promotion
Purpose:	Vote
Submitted by:	Greg Cohen
Related Material:	Policy #20 Scholar Retention and Promotion OLD.pdf Policy #20 Scholar Retention and Promotion NEWpdf.pdf

BACKGROUND:

Updates to CCS' Policy 20.

Highlights:

- Establishes grade level eligibility for considering promotion to be 3rd
- Establishes minimum period of enrollment at CCS (one year) to allow for consistent assessment and monitoring of academic progress
- Establishes requirements for internal assessment (e.g. STAR) and participation in MTSS prior to considering requests for retention

RECOMMENDATION:

Approve

Board Policy #: 20
Adopted/Ratified: September 24, 2022
Revision Date:

SECTION 20 – SCHOLAR POLICY – RETENTION AND PROMOTION POLICY

Philosophy

Compass Charter Schools ("Compass," "CCS" or the "Charter School") is committed to the success of each scholar. CCS has adopted and follows a Scholar StudySuccess Team ("SST") Policy to establish and implement scholar achievement and intervention strategies in a timely manner. Despite the implementation of such strategies it may be necessary to retain a scholar in the prior grade level or promote a scholar above their grade level for the following school year. In implementing this policy, the CCS Board of Directors ("Board") is guided by the following principles:

1.To be considered for grade-level retention or promotion, a scholar must meet all of the following requirements:

a. Grade-Level Eligibility
   i. The scholar must be enrolled in Grade 3 or above to be considered for a promotion.
b. Minimum Compass Enrollment Duration
   i. The scholar must have been enrolled at Compass for at least one full academic year to allow for consistent assessment and monitoring of academic progress.
c. Assessment Data
   i. The scholar must have a minimum of three internal assessment scores (e.g., benchmark assessments, STAR, or other school-adopted diagnostics) that demonstrate growth and/or proficiency in core content areas (typically reading and math).
   ii. Requests for grade level retention will not be considered until the scholar has evidence of at least one school year of MTSS support from CCS.

21. Retention and promotion criteria will be objectively based on a scholar's ability or inability to meet the grade level Common Core State ~~CCS s~~Standards of expected scholar achievement in language arts, mathematics, science, or social science, for scholars in grades kindergarten (K) through eighth (8)~~twelfth (12)~~, as determined by the Compass~~CCS~~ staff based on a variety of factors including, but not limited to, performance on state and local assessments, course performance, social emotional development, and teacher observation. Specific grade level criteria for retention or pPromotion shall include, but are not limited to:

~~a.Completion of CCS Scholar Study Team (SST) process and its conclusions.¶~~
b.Minimum and maximum age norms

cb. Performance levels on state testing (CAASPP) in all areas of English Language Arts and Mathematics compared to grade level proficiency
   i. below minimal proficiency for retention consideration
   ii. 90th percentile or above for promotion consideration

dc. Performance on Compass Charter Schools internal benchmark assessments compared to grade level proficiency
   i. below minimal proficiency for retention consideration
   ii. 90th percentile or above for promotion consideration

ed. Physical and social maturity development commensurate with the grade level in

which the scholar will be placed
fe. Academic performance in courses
i. at-risk performance for retention purposes
ii. notably above grade level for promotion purposes
gf. Effectiveness of full implementation of MTSS interventions, accommodations, and differentiation
hg. Cumulative file documentation
ih. Teacher substantiation of recommendation
ji. Mastery of prerequisite courses, if applicable
k. Other indicators deemed appropriate by Compass Charter Schools

32. For English Learners, retention cannot be based on the scholar's lack of English fluency as related to meeting English standards.
43. For scholars qualified under the Individuals with Disabilities Education Act (IDEA), the Individualized Education Program (IEP) team must meet to determine if retention or promotion will provide the scholar with a Free Appropriate Public Education, prior to any decisions being made.
53. For identified gifted scholars, promotion cannot be based solely on GATE identification and lack of GATE identification shall not be a criterion to exclude a scholar from promotion consideration.
64. Decisions about retention or promotion will not be based on requests for a scholar to be placed with or avoid a specific teacher or other scholars.

A. Required Steps Preceding Retention/Promotion Decision

Before retaining or promoting a scholar, CCS will follow the applicable ~~following~~ steps below:

1. For retention requests originated by Compass Charter Schools staff:
Parent(s)/Guardian(s) will receive notice of progress or lack of progress in target areas through mid-semester progress reports and semester report cards. Parents will be notified by the teacher of areas of academic concerns in parent teacher conferences or in writing on progress reports or semester report card. Scholar achievement will be determined "at risk" as defined by CCS Criteria for Retention or Promotion listed above.
2. If the parent/guardian is initiating a retention or promotionthe request, the request must be made to the Supervising Teacher (ST) in writing. The ST will, within two (2) schools days of receipt of written request, either: a) submit an SST Referral Form within two (2) school days of receipt of the written request if there is evidence of specific, differentiated accelerated/advanced support actions and outcomes demonstrated by assignments, or b) respond to the parent/guardian in writing and copying the Supervising Teacher's supervisor and Program Director, notifying the parent/guardian that differentiated support has not been implemented and documented over a period of at least 4 weeks, which is necessary to move forward with the SST referral.

For scholars with IEPs, the Supervising Teacher will alert the special education case manager and special education coordinator within two (2) school days of receipt of written request for retention or promotion so that an amendment IEP can be scheduled. The IEP team will make a determination for retention and inform the Program Director; the IEP team will make a recommendation to the Program Director regarding promotion.
3. Once the request has reached the SST level, CCS will hold an SST meeting for Scholar. Parent(s)/Guardian(s) will be invited to the SST meeting to discuss concerns and proposed interventions. Parent(s)/Guardian(s) will receive a copy of the SST meeting

notes which will serve as notice of proposed interventions and scholar achievement strategies. ¶

4. Research based interventions suggested at the SST meeting will be implemented and documented in an ongoing and consistent manner. A recommended interval of four (4) to six (6) weeks of academic interventions/differentiation should occur before the initial SST. Once additional interventions or differentiation have been recommended and implemented, a second SST meeting is held and the determination regarding retention will be made, unless the SST recommends additional interventions, in which case a third meeting may be scheduled. ¶
5. Scholars may be required to take a placement exam and/or end of unit subject tests, as identified by the Program Director or Assistant Superintendent & CAO, to determine appropriate placement based on requests for repeating or skipping a grade.
6. The SST team for retention and promotion purposes shall consist of, ¶ Parent(s)/Guardian(s) the teacher(s), Director of Counseling Services or a designated Counselor (if applicableavailable), an LEA administrator designee, and other staff members as deemed necessary. Invitation will be via email or telephone by teacher or other designated staff to the number and email address Parent(s)/Guardian(s) provided to the Charter School. Teacher will log all attempts to contact Parent(s)/Guardian(s). If after two (2) documented attempts to schedule a conference by phone and/or email,¶ Parent(s)/Guardian(s) do not respond, a third attempt will be sent by a written confirmation sent via US Mail to the address Parent(s)/Guardian(s) provided to the Charter School. If the Parent(s)/Guardian(s) do not respond within 10 (ten) calendar days of receipt of the written confirmation, the conference will be held without their presence. ¶
7. Following the above interventions/differentiation, the SST may make a recommendation for retention or promotion. ¶
8. The SST review will include: ¶
    a. Review of previous SST notes ¶
    b. Discussion of previous/current/ongoing interventions, review of intervention logs, differentiation ¶
    c. Review of current work and available assessments; ¶
    d. For promotion, a review of performance on a designated grade level assessment identified by the Assistant Superintendent & Chief Academic Officer ¶
    e. Development of a plan for support for the following academic year ¶
    f. Determination of scholar's grade level for the following academic year ¶
    g. If the recommendation is to retain the Scholar, appropriate instruction and interventions are targeted for the following year so the scholar will be supported in meeting the standards the following year in the retained grade. If the ¶ recommendation is to promote the scholar, progress will continue to be ¶ monitored. ¶
9. With the recommendation from the SST, the Program Director will make the final determination based upon all information discussed at the meeting. ¶
10. When a final decision is made, the Program Director or designee, will send the Parent(s)/Guardian(s) notes from the meeting, a copy of this policy, and the decision of the SST in writing via email and certified mail within ten (10) school days of the meeting.

B. Right to Appeal

If the Parent(s)/Guardian(s) disagree with the decision, they have the right to appeal to the Superintendent & CEO through the following steps:

1. Parent(s)/Guardian(s) choosing to appeal a decision to retain a scholar shall submit a

completed Promotion or Retention Appeal Request Form (attached as Exhibit A) to the Superintendent & CEO specifying the reasons why the decision should be overturned. The submission of the Promotion or Retention Appeal Request Form must occur no later than seven (7) calendar days following the Parent(s)/Guardian(s) receipt of the determination of retention.

2. The Superintendent & CEO shall review the appeal as well as the scholar's academic performance records on which the Promotion or Retention Team relied. The Program Director shall be provided an opportunity to state orally and/or in writing the criteria on which the Promotion or Retention Team or Program Director's decision was based. The Parent(s)/Guardian(s) will also be given an opportunity to state orally and/or in writing their reason for appeal. Superintendent & CEO will prepare a written decision which summarizes findings and conclusions.
3. The Superintendent & CEO shall notify the Parent(s)/Guardian(s) of his/her decision in writing within fourteen (14) calendar days of the Appeal via registered mail at the address provided by Parent(s)/Guardian(s) to the Charter School, unless otherwise agreed to in writing.
4. The Superintendent & CEO's decision is final.

C. Supplemental Instruction

Supplemental instructional programs will be available for scholars who are recommended for retention, retained, or identified as at-risk of retention. Such programs may be offered by CCS during the summer. ~~summe.r, after school, on Saturdays and/or during intersession.~~ ¶

The Program Director or designee may require recommended scholars to participate in supplemental instructional programs. Parents/Guardians who exclude their scholars from supplemental instructional programs will be notified in writing by Compass ~~CCS~~ of their risk of retention ~~-~~for the scholar's failure to access supplemental instruction.

Exhibit A

Compass Charter Schools
Promotion or Retention Appeal Request Form

Name of Scholar: _____ Date: _____

Date of Birth: _____ Grade: _____

Appealing the decision for (please check one): ☐ Retention ☐ Promotion

As outlined in the Compass Charter Schools ("CCS") Promotion and Retention Policy, my child (please circle one): ☐ was ☐ was not

recommended for retention/promotion by the CCS SST. I do not agree with this recommendation and wish to appeal this decision to the Superintendent & CEO.

Please explain your disagreement and provide documentation, as applicable:

I am aware that this appeal must be made within seven (7) school days of my receipt of the recommendation to retain or promote my child and should be submitted to the Superintendent & CEO. This appeal will go before the Superintendent & CEO, who will make a final determination regarding retention or promotion.

_____

Parent/Guardian Name

_____ _____

Parent/Guardian Signature Date

~~Compass Charter Schools ¶~~
~~Promotion or Retention Appeal Request Form ¶~~

~~Date: _____ ¶~~

~~Name of Scholar: _____~~

Date of Birth: _____ Grade: _____

Appealing the decision for (please circle one): Retention Promotion ¶

As outlined in the Compass Charter Schools ("CCS") Promotion and Retention Policy, my child (please circle one): was was not ¶
recommended for retention/promotion by the CCS SST. I do not agree with this recommendation and wish to appeal this decision to the Superintendent & CEO. ¶

Please explain your disagreement and provide documentation, as applicable:

_____ ¶

I am aware that this appeal must be made within seven (7) school days of my receipt of the recommendation to retain or promote my child and should be submitted to the Superintendent & CEO. This appeal will go before the Superintendent & CEO, who will make a final determination regarding retention or promotion. ¶

_____ ¶
Parent/Guardian Name ¶

_____ _____
Parent/Guardian Signature Date ↵

Board Policy #: 20
Adopted/Ratified: September 24, 2022
Revision Date: June 21, 2025

SECTION 20 – SCHOLAR POLICY – RETENTION AND PROMOTION POLICY

Philosophy

Compass Charter Schools ("Compass," "CCS" or the "Charter School") is committed to the success of each scholar. CCS has adopted and follows a Scholar Study Team ("SST") Policy to establish and implement scholar achievement and intervention strategies in a timely manner. Despite the implementation of such strategies it may be necessary to retain a scholar in the prior grade level or promote a scholar above their grade level for the following school year. In implementing this policy, the CCS Board of Directors ("Board") is guided by the following principles:

1. To be considered for grade-level retention or promotion, a scholar must meet all of the following requirements:
    a. Grade-Level Eligibility
        i. The scholar must be enrolled in Grade 3 or above to be considered for a promotion.
    b. Minimum Compass Enrollment Duration
        i. The scholar must have been enrolled at Compass for at least one full academic year to allow for consistent assessment and monitoring of academic progress.
    c. Assessment Data
        i. The scholar must have a minimum of three internal assessment scores (e.g., benchmark assessments, STAR, or other school-adopted diagnostics) that demonstrate growth and/or proficiency in core content areas (typically reading and math).
        ii. Requests for grade level retention will not be considered until the scholar has evidence of at least one school year of MTSS support from CCS.

2. Retention and promotion criteria will be objectively based on a scholar's ability or inability to meet the grade level Common Core State Standards of expected scholar achievement in language arts, mathematics, science, or social science, for scholars in grades kindergarten (K) through eighth (8)), as determined by the Compass staff based on a variety of factors including, but not limited to, performance on state and local assessments, course performance, social emotional development, and teacher observation. Specific grade level criteria for retention or promotion shall include, but are not limited to:
    a. Minimum and maximum age norms
    b. Performance levels on state testing (CAASPP) in all areas of English Language Arts and Mathematics compared to grade level proficiency
        i. below minimal proficiency for retention consideration
        ii. 90th percentile or above for promotion consideration
    c. Performance on Compass Charter Schools internal benchmark assessments compared to grade level proficiency
        i. below minimal proficiency for retention consideration
        ii. 90th percentile or above for promotion consideration

d. Physical and social maturity development commensurate with the grade level in which the scholar will be placed
e. Academic performance in courses
    i. at-risk performance for retention purposes
    ii. notably above grade level for promotion purposes
f. Effectiveness of full implementation of MTSS interventions, accommodations, and differentiation
g. Cumulative file documentation
h. Teacher substantiation of recommendation
i. Mastery of prerequisite courses, if applicable
j. Other indicators deemed appropriate by Compass Charter Schools

3. For English Learners, retention cannot be based on the scholar's lack of English fluency as related to meeting English standards.
4. For scholars qualified under the Individuals with Disabilities Education Act (IDEA), the Individualized Education Program (IEP) team must meet to determine if retention or promotion will provide the scholar with a Free Appropriate Public Education, prior to any decisions being made.
5. Decisions about retention or promotion will not be based on requests for a scholar to be placed with or avoid a specific teacher or other scholars.

A. Required Steps Preceding Retention/Promotion Decision

Before retaining or promoting a scholar, CCS will follow the applicable steps below:

1. For retention requests originated by Compass Charter Schools staff:
Parent(s)/Guardian(s) will receive notice of progress or lack of progress in target areas through mid-semester progress reports and semester report cards. Parents will be notified by the teacher of areas of academic concerns in parent teacher conferences or in writing on progress reports or semester report card. Scholar achievement will be determined "at risk" as defined by CCS Criteria for Retention or Promotion listed above.
2. For scholars with IEPs, the Supervising Teacher will alert the special education case manager and special education coordinator within two (2) school days of receipt of written request for retention or promotion so that an amendment IEP can be scheduled. The IEP team will make a determination for retention and inform the Program Director; the IEP team will make a recommendation to the Program Director regarding promotion.
3. Scholars may be required to take a placement exam and/or end of unit subject tests, as identified by the Program Director, to determine appropriate placement based on requests for repeating or skipping a grade.
4. When a final decision is made, the Program Director or designee will send the Parent(s)/Guardian(s) notes from the meeting, a copy of this policy, and the decision in writing via email and certified mail within ten (10) school days of the meeting.

B. Right to Appeal

If the Parent(s)/Guardian(s) disagree with the decision, they have the right to appeal to the Superintendent & CEO through the following steps:

1. Parent(s)/Guardian(s) choosing to appeal a decision to retain a scholar shall submit a completed Promotion or Retention Appeal Request Form (attached as Exhibit A) to the Superintendent & CEO specifying the reasons why the decision should be overturned. The submission of the Promotion or Retention Appeal Request Form must occur no later than seven (7) calendar days following the Parent(s)/Guardian(s) receipt of the

determination of retention.

2. The Superintendent & CEO shall review the appeal as well as the scholar's academic performance records on which the Promotion or Retention Team relied. The Program Director shall be provided an opportunity to state orally and/or in writing the criteria on which the Promotion or Retention Team or Program Director's decision was based. The Parent(s)/Guardian(s) will also be given an opportunity to state orally and/or in writing their reason for appeal. Superintendent & CEO will prepare a written decision which summarizes findings and conclusions.
3. The Superintendent & CEO shall notify the Parent(s)/Guardian(s) of his/her decision in writing within fourteen (14) calendar days of the Appeal via registered mail at the address provided by Parent(s)/Guardian(s) to the Charter School, unless otherwise agreed to in writing.
4. The Superintendent & CEO's decision is final.

C. Supplemental Instruction

Supplemental instructional programs will be available for scholars who are recommended for retention, retained, or identified as at-risk of retention. Such programs may be offered by CCS during the summer. The Program Director or designee may require recommended scholars to participate in supplemental instructional programs. Parents/Guardians who exclude their scholars from supplemental instructional programs will be notified in writing by Compass of their risk of retention for the scholar's failure to access supplemental instruction.

Exhibit A

Compass Charter Schools
Promotion or Retention Appeal Request Form

Name of Scholar: _____ Date: _____

Date of Birth: _____ Grade: _____

Appealing the decision for (please check one): ☐ Retention ☐ Promotion

As outlined in the Compass Charter Schools ("CCS")
promotion and Retention Policy, my child (please circle one): ☐ was ☐ was not

…recommended for retention/promotion by the CCS SST. I do not agree with this recommendation and wish to appeal this decision to the Superintendent & CEO.

Please explain your disagreement and provide documentation, as applicable:

I am aware that this appeal must be made within seven (7) school days of my receipt of the recommendation to retain or promote my child and should be submitted to the Superintendent & CEO. This appeal will go before the Superintendent & CEO, who will make a final determination regarding retention or promotion.

_____

Parent/Guardian Name

_____ _____

Parent/Guardian Signature Date

Coversheet

Division Update

Section: X. Operations Division
Item: A. Division Update
Purpose: FYI
Submitted by:
Related Material: Operations Division Board Report 6_21_25.pdf

Operations Division Board Report 6/21/25

Community Providers: 2024–2025 End-of-Year Summary

Orders Fulfilled:

- VCI (Vendor Course Instruction) Orders: 10,500
- EMR (Educational Materials Requisition) Orders: 12,500

New Vendor Onboarding:
This year, we continued expanding our pool of community partners to better support scholar needs.

- Pre-Applications Received and Vetted: 300
- New EMR Vendors (Materials): 22
- New VCI Vendors (Services): 136

Finance Highlights:
The Finance Department made significant strides this school year in streamlining operations and strengthening cross-departmental collaboration.

We successfully launched the **Edstruments invoice platform**, which has greatly reduced payment delays and improved the overall experience for our vendors. The transition was smooth and well-received.

To ensure sound fiscal management, we met monthly with department directors to monitor spending and verify accurate budget coding. This proactive, team-based approach helped maintain financial alignment across the organization.

A special acknowledgment goes to **Brooklynn Coney**, our Finance Clerk, for her outstanding work tracking LCAP spending using the CLARITY platform. Her precision and diligence have been key to maintaining compliance and transparency.

Despite internal transitions throughout the year, our team remains optimistic and energized for the year ahead as we continue refining and strengthening our financial processes.

Office Management & Curriculum Locker Update:
As the school year comes to a close, we're focused on collecting **non-consumable materials** from exiting scholars to restock and prepare the **Curriculum Locker** for the upcoming year. These items are essential for maintaining an equitable and cost-effective resource inventory.

This year's usage highlights:

- 60 locker check-outs
- Over 300 individual materials requested, particularly by option families

Looking Ahead:
We're excited to improve the locker's functionality and accessibility next year. Plans include collaborating with the Academic team to boost utilization and partnering with IT to enhance the program's layout and user experience.



Danielle Gamez, Ed.D.

Chief Operations Officer

Coversheet

Review and Approval of the April 2025 Financial Statements

Section:	X. Operations Division
Item:	B. Review and Approval of the April 2025 Financial Statements
Purpose:	Vote
Submitted by:	
Related Material:	Compass Charter Schools_FY2025_April.pptx CCS PL April 2025.xlsx CCS BS April 2025.xlsx CCS CR April 2025.xlsx

CSMC







Financials through Apr 30, 2025

Monthly Financial Board Report

Prepared for: Compass Charter Schools

Prepared by School's CSMC SBM - Kristin Nowak

Financial Summary

Actual to Budget:
This report is as of Apr 30, 2025, compared against our 2nd Interim budget on 03/08/2025, based on an enrollment count of 2,250 students enrolled and an enrollment ADA of 2,215.40.
YTD Revenues through **Apr 30, 2025,** are **$24,167,168** or **-8.1% under** our current budget due to the late timing of receiving LCFF funds for the month of March to be received in early May in addition to Federal SPED revenues anticipated to hit in June.
YTD Expenses through **Apr 30, 2025,** are **$28,067,074** or **-2.7% under** our current budget due to some underspending in Books and Supplies ($4.3M Actuals vs 4.7M Budgeted), Services ($4.6M Actuals vs 4.7M Budgeted) and in Personnel Expenses ($19.1M Actuals vs $19.3M Budgeted)
Therefore, net income is **($3,899,906)** or **51.8% under** our current budget.

Balance Sheet:
As of Apr 30, 2025, we had total cash of $13,398,375, short-term liabilities of $11,138,657, and long-term liabilities of $241,460. The ending fund balance is $3,173,667. [When compared to the previous month, total reconciled cash decreased by $900K, short-term liabilities decreased by $160K (AP/Due to and from Grantor Governments/Deferred Revenue), and long-term liabilities increased by $4K (ROU Liability).

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Understanding the Financial Health of the Organization

The chart below explains some of the parameters that the school's leadership can evaluate to understand their financial health, and potential areas of weakness.

Cash Ratio

Ability to meet short-term obligations with cash



Current:	Target:
120.3%	> 100.0 %

Formula:
(Cash) / (Current Liabilities)

Current Ratio (Liquidity)

Ability to pay short-term obligations



Current:	Target:
1.3	> 1.0

Formula:
(Current Assets) / (Current Liabilities)

Defensive Interval

Months of continued operation without incoming funds



Current:	Target:
4.2	> 3 months

Formula:
(Cash + Securities + AR)/(Average Expenses for Past 12 Months)

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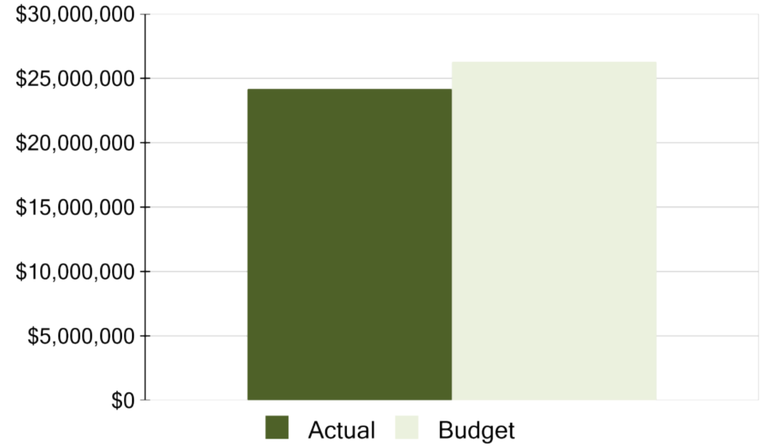
CSMC

Financial Snapshot

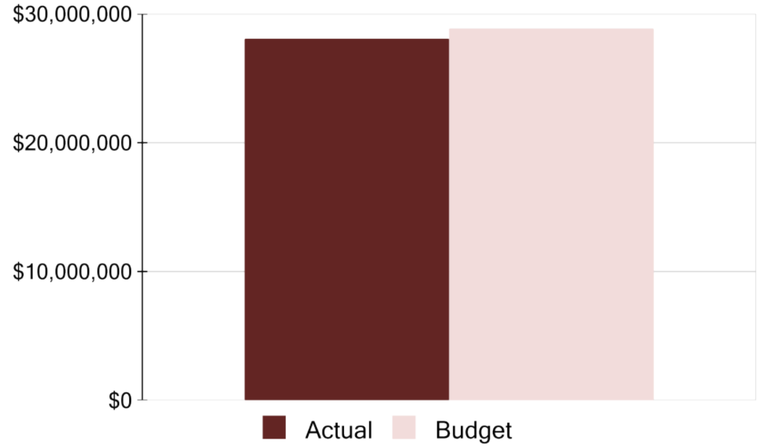
FY 2024-2025, July - April

Cash Balance
$13,398,375

Revenue to Date



Expense to Date



Revenue Summary	
Actual	$24,167,168
Budget	$26,290,279
Actual to Budget	-8.1%

Expense Summary	
Actual	$28,067,074
Budget	$28,859,851
Actual to Budget	-2.7%

Report created on 5/14/2025 8:53:57 AM for Compass Charter Schools

Actual to Budget Summary

FY 2024-2025, July - April

	July - April			2024-2025		
Account Description	**Actual**	**Budget**	**Variance $**	**Total Budget**	**Actual to Total Budget %**	**Remaining Budget**
LCFF Revenue	$20,496,523	$21,516,119	($1,019,596)	$27,395,405	74.8%	$6,898,882
Federal Revenue	$817,559	$1,081,203	($263,644)	$1,413,969	57.8%	$596,410
State Revenue	$2,728,194	$3,594,561	($866,367)	$5,138,932	53.1%	$2,410,738
Local Revenue	$124,892	$98,395	$26,497	$106,687	117.1%	($18,205)
Total Revenue	$24,167,168	$26,290,279	($2,123,111)	$34,054,993	71.0%	$9,887,825
Benefits	$4,622,328	$5,026,383	$404,055	$6,237,279	74.1%	$1,614,951
Classified Salaries	$3,350,749	$2,539,794	($810,956)	$2,704,340	123.9%	($646,409)
Certificated Salaries	$11,209,106	$11,815,869	$606,763	$13,845,976	81.0%	$2,636,870
Total Personnel Expenses	$19,182,183	$19,382,046	$199,863	$22,787,595	84.2%	$3,605,412
Other Outgo	$28	-	($28)	-	2,812.0%	($28)
Services	$4,589,049	$4,706,256	$117,207	$5,808,789	79.0%	$1,219,740
Books and Supplies	$4,295,813	$4,771,549	$475,736	$5,368,537	80.0%	$1,072,724
Total Operational Expenses	$8,884,891	$9,477,805	$592,914	$11,177,326	79.5%	$2,292,435
Total Expenses	$28,067,074	$28,859,851	$792,777	$33,964,921	82.6%	$5,897,847
Net Income	($3,899,906)	($2,569,573)	($1,330,333)	$90,072	-4,329.8%	$3,989,977

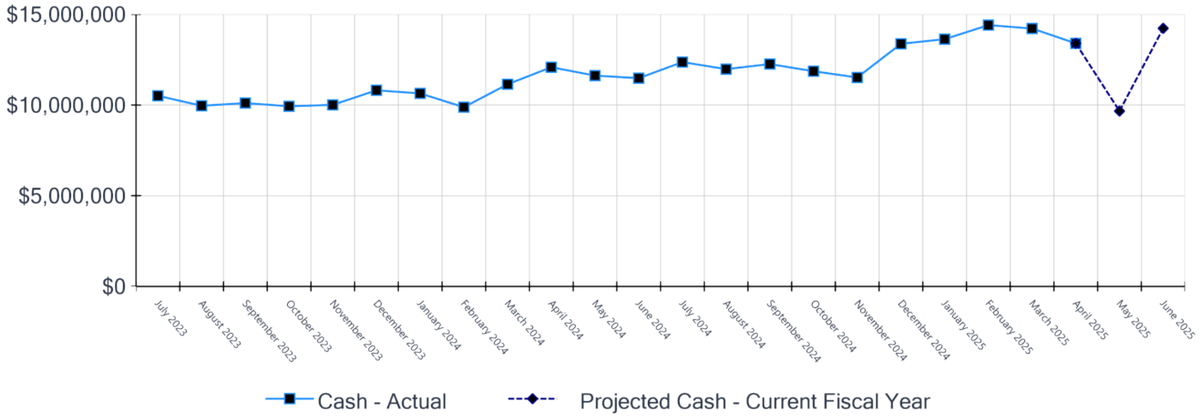
Revenue
$24,167,168
Expenses
$28,067,074
Surplus / (Deficit)
($3,899,906)

This report displays all actual and budgeted revenue and expenditures by object code series and by month. This report can be useful in revenue in a timely manner and that you stay within board approved expenditure levels.

Report created on 5/14/2025 8:53:58 AM for Compass Charter Schools

Monthly Cash Balance Over Time

Current fiscal year and prior year



	Cash Amount	Actual or Projected
July 2023	$10,508,844.93	Actual
August 2023	$9,959,137.57	Actual
September 2023	$10,105,879.44	Actual
October 2023	$9,930,907.61	Actual
November 2023	$10,007,748.21	Actual
December 2023	$10,812,556.80	Actual
January 2024	$10,638,059.56	Actual
February 2024	$9,879,965.30	Actual
March 2024	$11,144,745.19	Actual
April 2024	$12,082,993.54	Actual
May 2024	$11,621,334.34	Actual
June 2024	$11,479,792.11	Actual

	Cash Amount	Actual or Projected
July 2024	$12,366,145.46	Actual
August 2024	$11,977,697.30	Actual
September 2024	$12,256,076.46	Actual
October 2024	$11,861,823.58	Actual
November 2024	$11,518,092.98	Actual
December 2024	$13,374,731.25	Actual
January 2025	$13,630,095.42	Actual
February 2025	$14,404,735.08	Actual
March 2025	$14,217,309.19	Actual
April 2025	$13,398,375.40	Actual
May 2025	$9,664,276.32	Projected
June 2025	$14,228,228.75	Projected

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Balance Sheet Summary FY 2024-2025 - April

Assets	
Current Assets	
Accounts Receivable	$29,702
Cash and Cash Equivalents	$13,398,375
Employee Advances	$517
Prepaid Expenses	$35,065
Short Term Investments	$840,034
Total Current Assets	**$14,303,694**
Fixed Assets	
Fixed Assets	$244,870
Total Fixed Assets	**$244,870**
Other Assets	
Other Assets	$5,220
Total Other Assets	**$5,220**
Total Assets	**$14,553,784**

Liabilities and Net Assets	
Short-term Liabilities	
Accounts Payable	$466,757
Accrued Liabilities	$7,157,558
Other Short Term Liability	$3,514,342
Total Short-term Liabilities	**$11,138,657**
Long-term Liabilities	
Other Liabilities	$241,460
Total Long-term Liabilities	**$241,460**
Total Liabilities	**$11,380,117**
Total Unrestricted Net Assets	$7,073,572
Total Net Increase/(Decrease) in Net Assets	($3,899,906)
Total Net Assets	**$3,173,667**
Total Liabilities and Net Assets	**$14,553,784**

Liquidity Ratio

1.3

The balance sheet displays all of the school's assets and the school's obligations ('liabilities') at a particular point in time. It is a useful way to ensure the school has enough money to pay off its debts.

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CSMC Charter School Support Team



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Looking Ahead

AREA	DUE DATE	COMPLIANCE ITEM	COMPLETED BY	BOARD MUST APPROVED	ADDITIONAL INFORMATION
Accounting	5/15/2025	Form 990 Return of Exempt Organization -	School	Yes	
Finance	5/20/2025	Charter school information survey due to CDE - Charter schools report and certify their information with the California Department of Education (CDE) for fiscal year (FY) 2025–26 through the Charter School Certification of Information for the purposes of informing state and federal policy, supporting charter school authorization and oversight, and promoting transparency of the state's public school system.	CSMC with School Support	No	https://www.cde.ca.gov/sp/ch/cscertinfo.asp
Webinars	5/28/2025	CSMC Webinar -	School	No	https://us06web.zoom.us/webinar/register/WN_3jxjll1XTX2T7gdlqL0fng
Finance	5/31/2025	UPK Planning and Implementation Expenditure Report #6 - UPK Expenditure report for the reporting period of November 1, 2024, to April 30, 2025	CSMC with School Support	No	https://www.cde.ca.gov/ci/gs/em/upkpi.asp
Payroll	5/31/2025	New Fiscal Payroll Calendar approved -	School	No	
Finance	6/5/2025	SB740 application due - The Charter School Facility Grant (SB740) Program provides annual grants to offset annual on-going facility costs for charter schools that service a high-percentage of students eligible for free or reduced-price meals (FRPM) or located in a public elementary school boundary serving a similar demographic.	School	No	https://www.treasurer.ca.gov/csfa/csfgp/index.asp
Webinars	6/12/2025	CSMC Office Hours -	School	No	
Webinars	6/25/2025	CSMC Webinar -	School	No	
Finance	6/30/2025	Approval of ConApp / CARS report forms close - The Consolidated Application and Reporting System (CARS) is a data collection system to apply for Title Funding and to report on the use of those funds.	School with CSMC Support	Yes	https://www.cde.ca.gov/fg/aa/co/index.asp
Finance	6/30/2025	Approval of Dashboard Local Indicators Report - California's accountability system is based on a multiple measures system that assesses how local educational agencies (LEAs) and schools are meeting the needs of their students. Performance on these measures is reported through the California School Dashboard. The Dashboard includes a concise set of state indicators and local indicators that are founded on the Local Control Funding Formula (LCFF) priorities but are also	School	Yes	https://www.cde.ca.gov/ta/ac/cm/localindicators.asp

Report created on 5/14/2025 8:53:58 AM for Compass Charter Schools

Looking Ahead

AREA	DUE DATE	COMPLIANCE ITEM	COMPLETED BY	BOARD MUST APPROVED	ADDITIONAL INFORMATION
Finance	6/30/2025	Approval of Preliminary Budget - Local educational agencies (LEAs) are required to adopt a budget by July 1 of each year.	School with CSMC Support	Yes	https://www.cde.ca.gov/fg/fi/ir/budgetstatus.asp
Finance	6/30/2025	Approval of LCAP - On or before July 1 of each year, a charter school must complete an LCAP using the template adopted	School with CSMC Support	Yes	https://www.cde.ca.gov/fg/aa/lc/lcfffaq.asp#CS
Finance	6/30/2025	Prop 28 Arts and Music annual report due - LEAs will post the annual board- or body-approved report that details the type of arts education programs funded by the program, the number of full-time equivalent teachers, classified personnel, and teaching aides, the number of pupils served, and the number of school sites providing arts education programs with those funds.	CSMC with School Support	Yes	https://www.cde.ca.gov/eo/in/prop28artsandmusicedfundingfaq.asp
Payroll	7/1/2025	New Board Approved Handbook (if applicable) -	School	Yes	
Payroll	7/15/2025	Accruals review and Approval -	School	No	
Student Data	7/25/2025	CALPADS EOY Submission Deadline - End-of-Year (EOY) Submissions to CALPADS The CALPADS End-of-Year (EOY) submissions consist of four separate reports that capture key student data metrics. EOY 1 focuses on student discipline incidents and outcomes, EOY 2 reports student enrollment, mobility, and chronic absenteeism, EOY 3 details student course completion and Career Technical Education (CTE) participation, and EOY 4 captures student program participation, including special education and other state-funded programs. These submissions ensure compliance with state and federal reporting requirements and impact various funding and accountability measures.	CSMC with School Support	No	https://documentation.calpads.org/Training/EOYReportingRoadmap/
Payroll	7/31/2025	CalSTRS Prior fiscal year closure -	Payroll Vendor	No	
Payroll	7/31/2025	2nd Quarter Payroll Tax filing -	Payroll Vendor	No	

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CSMC

HELPING THE EDUCATION MOVEMENT SUCCEED ONE SCHOOL AT A TIME

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POWERED BY:

Charter Vision

www.csmci.com

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Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. Adobe Reader:

CCS PL April 2025.xlsx

Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. Adobe Reader:

CCS BS April 2025.xlsx

Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. Adobe Reader:

CCS CR April 2025.xlsx

Coversheet

Adoption of the 2025-2026 Initial Budget

Section: X. Operations Division
Item: C. Adoption of the 2025-2026 Initial Budget
Purpose: Vote
Submitted by:
Related Material:
CCS FY26 Initial Budget PPT FINAL.pdf
COMPASS LA FY25-26 Initial Budget Alt Form- 06-06-2025 FINAL.xls
COMPASS SD FY25-26 Initial Budget Alt Form- 06-06-2025 FINAL.xlsx
COMPASS YOLO FY25-26 Initial Budget Alt Form- 06-06-2025 FINAL.xlsx

CSMC

FY26

FY26 INITIAL BUDGET

Compass Charter Schools

FY26 Initial Budget Summary

FY25

Variance from 2nd Interim: $94,845 (before transfers)

Compass Charter Schools Budget Summary													
2025-26 Budget- Initial Budget 2.3% COLA		107,929 Ending position after transfer		(149,254) Ending position after transfer		36,239 Ending position after transfer		- Ending position after transfer		CSMC			
												ADA	
	FY25 2nd Interim Budget Ending Position	$ 312,975		$ (357,248)		$ 134,342		$ -		$ 90,069		2,215.40	
		Los Angeles		San Diego		Yolo		OCLC		Total		2,173.39	
Revenues		49.83%		32.01%		18.16%		0.00%					
	State	14,815,720		9,274,936		5,362,534		-		29,453,190			
	Federal	517,600		529,274		217,548		-		1,264,422			
	Local	999,943		687,945		373,129		-		2,061,017			
	Total Revenue	$ 16,333,263		$ 10,492,155		$ 5,953,211		$ -		$ 32,778,629			
Expenses													
1000	Certificated Salaries	6,717,109	*41.4%*	4,314,921	*41.1%*	2,448,281	*41.7%*		*0.0%*	13,480,311	*41.4%*		
2000	Classified Salaries	2,096,099	*12.9%*	1,346,489	*12.8%*	763,994	*13.0%*		*0.0%*	4,206,583	*12.9%*		
3000	Benefits	2,544,578	*15.7%*	1,634,580	*15.6%*	927,461	*15.8%*		*0.0%*	5,106,619	*15.7%*		
	Total Personnel Expense	***11,357,786***	***70.0%***	***7,295,990***	***69.5%***	***4,139,736***	***70.4%***	-	***0.0%***	***22,793,513***	***69.9%***		
4000	Books and Supplies	2,418,803	*14.9%*	1,553,789	*14.8%*	881,615	*15.0%*		*0.0%*	4,854,207	*14.9%*		
5000	Services and Other Operating Expenses	2,438,745	*15.0%*	1,651,630	*15.7%*	855,621	*14.6%*		*0.0%*	4,945,996	*15.2%*		
6000	Capital Outlay												
7000	Other Outgoing												
	Total Expenses	$ 16,215,334		$ 10,501,409		$ 5,876,972				$ 32,593,715			
Surplus / (Deficit)		$ 117,929		$ (9,254)		$ 76,239				$ 184,914			
As a % of LCFF revenue		0.85%		-0.11%		1.55%							
	Estimated Beginning Balance	$ 1,283,033		$ 1,005,742		$ 453,233		$ -		$ 8,256,843			
	NPO Contribution	$ (10,000)		$ (140,000)		$ (40,000)		$ -					
	Ending Balance	$ 1,390,962		$ 856,488		$ 489,472				$ 8,256,843			
	As a % of LCFF Revenue	10.0%		10.0%		10.0%		0.0%					
	Consolidated Fund Balance									$ 10,993,765			

FY26 Initial Budget Summary- Funding Determinations

FY26

	Los Angeles	San Diego	Yolo
Sb-740 Funding Determination Test:			
Certificated Salaries (40% req.):	67.93%	70.37%	69.89%
Instructional Costs (80% req.):	82.67%	83.30%	81.49%
Cert Salaries Met/Not Met:	**Met**	**Met**	**Met**
Instr. Costs Met/Not Met	**Met**	**Met**	**Met**
Due based on FY results:	FY27	FY27	FY25
Due Date:	2/1/2028	2/1/2028	2/1/2026

Initial Budget: Los Angeles

FY26

CCS LA: ADA variance from 1st Interim: 73.6 increase

CCS Los Angeles FY25-26 Budget

	CATEGORY	PY ACTUALS/FINAL BUDGET	FY26 INITIAL	VARIANCE
		48.40%	49.83%	
REVENUE	TOTAL ENROLLMENT	1041	1,172	131
	AVERAGE DAILY ATTENDANCE	1015.5	1,089.1	73.6
	State LCFF Revenue	12,787,820	13,870,847	1,083,027
	Federal Revenue	659,072	517,601	(141,470)
	Other State Revenue	2,528,734	1,924,157	(604,577)
	Local Revenue	20,662	20,662	-
	TOTAL REVENUE	**15,996,287**	**16,333,267**	**336,980**
EXPENSES				
	Certificated Salaries	6,230,693	6,717,109	486,416
	Classified Salaries	1,296,681	2,096,099	799,418
	Benefits	2,809,899	2,544,582	(265,317)
	TOTAL PERSONNEL EXPENSES	*10,337,272*	*11,357,790*	*1,020,518*
	Books and Supplies	2,593,272	2,418,803	(174,469)
	Services and Other Operating Expenses	2,752,766	2,438,745	(314,021)
	Capital Outlay	-	-	-
	Other Outgoing	-	-	-
	TOTAL OTHER EXPENSES	*5,346,038*	*4,857,548*	*(488,490)*
	TOTAL EXPENSES	**15,683,310**	**16,215,338**	**532,028**
	SURPLUS\(DEFICIT)	312,977	117,929	(195,048)
	% of Expenses	*2.0%*	*0.7%*	
SUMMARY				
	BEGINNING FUND BALANCE	1,170,056	$ 1,283,033	
	NPO Contribution (Transfer In/Out)	$ (200,000)	$ (10,000)	
	ENDING BALANCE	**1,283,033**	**$ 1,390,961**	
	% of Expenses	*8.2%*	*8.6%*	

		OTHER STATE REVENUE ACCT BREAKDOWN	
8590	*6770*	*Prop 28*	142,380.00
8590	*7412*	*A-G Grant*	-
8590	*7812*	*Ethnic Studies*	5,650.00
8590	*6762*	*AMIMBG*	128,332.50
8590	*7435*	*LREBG*	-
8590		**NEW* Discretionary Block Grant ($312/ADA)*	339,782.30
8590			
8590			
8590			
		TOTAL OTHER STATE REVENUE ACCT BREAKDOWN	616,145

Initial Budget: San Diego

FY26

CCS SD: ADA variance from 2nd Interim: 140.1 decrease

CCS San Diego FY25-26 Budget

	CATEGORY	PY ACTUALS/FINAL BUDGET	FY26 INITIAL	VARIANCE
		33.81%	32.01%	
REVENUE	TOTAL ENROLLMENT	820	700	(120)
	AVERAGE DAILY ATTENDANCE	824.6	684.6	(140.1)
	State LCFF Revenue	10,096,376	8,601,269	(1,495,107)
	Federal Revenue	550,294	529,273	(21,021)
	Other State Revenue	1,459,742	1,289,221	(170,521)
	Local Revenue	72,390	72,390	-
	TOTAL REVENUE	**12,178,803**	**10,492,153**	**(1,686,649)**
EXPENSES				
	Certificated Salaries	5,325,007	4,314,921	(1,010,086)
	Classified Salaries	931,026	1,346,489	415,463
	Benefits	2,394,517	1,634,578	(759,939)
	TOTAL PERSONNEL EXPENSES	*8,650,549*	*7,295,988*	*(1,354,561)*
	Books and Supplies	1,810,678	1,553,789	(256,889)
	Services and Other Operating Expenses	2,074,822	1,651,630	(423,193)
	Capital Outlay	-	-	-
	Other Outgoing	-	-	-
	TOTAL OTHER EXPENSES	*3,885,501*	*3,205,419*	*(680,082)*
	TOTAL EXPENSES	**12,536,050**	**10,501,407**	**(2,034,643)**
	SURPLUS\(DEFICIT)	(357,247)	(9,254)	347,993
	% of Expenses	*-2.8%*	*-0.1%*	
SUMMARY				
	BEGINNING FUND BALANCE	952,989	$ 1,005,742	
	NPO Contribution (Transfer In/Out)	410,000	(140,000)	
	ENDING BALANCE	**1,005,742**	**$ 856,488**	
	% of Expenses	*8.0%*	*8.2%*	

OTHER FEDERAL REVENUE ACCT BREAKDOWN

8290	3182	*ESSA CSI*	178,351.00
8290			
8290			
8290			
8290			
		TOTAL OTHER FEDERAL REVENUE ACCT BREAKDOWN	178,351

OTHER STATE REVENUE ACCT BREAKDOWN

8590	6770	*Prop 28*	112,128.00
8590	7412	*A-G Grant*	-
8590	6266	*Educator Effectiveness*	-
8590	7812	*Ethnic Studies*	5,343.00
8590	6762	*AMIMBG*	134,944.50
8590	7435	*LREBG*	-
8590		**NEW* Discretionary Block Grant ($312/ADA)*	213,579.91
8590			
8590			
		TOTAL OTHER STATE REVENUE ACCT BREAKDOWN	465,995

Initial Budget: Yolo

FY26

CCS Yolo: ADA variance from 2nd Interim: 24.5 increase

CCS YOLO FY25-26 Budget

	CATEGORY	PY ACTUALS/FINAL BUDGET	FY26 INITIAL	VARIANCE
		17.79%	18.16%	
REVENUE	TOTAL ENROLLMENT	389	439	50
	AVERAGE DAILY ATTENDANCE	375.3	399.8	24.5
	State LCFF Revenue	4,511,209	4,914,461	403,252
	Federal Revenue	204,603	217,548	12,946
	Other State Revenue	1,150,456	807,568	(342,888)
	Local Revenue	13,635	13,635	-
	TOTAL REVENUE	**5,879,904**	**5,953,213**	**73,309**
EXPENSES				
	Certificated Salaries	2,290,277	2,448,281	158,004
	Classified Salaries	476,633	763,994	287,361
	Benefits	1,032,863	927,462	(105,400)
	TOTAL PERSONNEL EXPENSES	*3,799,773*	*4,139,738*	*339,965*
	Books and Supplies	964,587	881,615	(82,972)
	Services and Other Operating Expenses	981,201	855,621	(125,580)
	Capital Outlay	-	-	-
	Other Outgoing	-	-	-
	TOTAL OTHER EXPENSES	*1,945,788*	*1,737,235*	*(208,552)*
	TOTAL EXPENSES	**5,745,561**	**5,876,973**	**131,413**
	SURPLUS\(DEFICIT)	134,343	76,239	(58,103)
	% of Expenses	*2.3%*	*1.3%*	
SUMMARY	BEGINNING FUND BALANCE	319,890	$ 453,233	
	NPO Contribution (Transfer In/Out)	(1,000)	$ (40,000)	
	ENDING BALANCE	**453,233**	**$ 489,472**	
	% of Expenses	*7.9%*	*8.3%*	

		OTHER STATE REVENUE ACCT BREAKDOWN	
8590	6770	Prop 28	96,119.00
8590	7412	A-G Grant	-
8590	7812	Ethnic Studies	2,378.00
8590	6762	AMIMBG	104,920.00
8590	7435	LREBG	-
8590		*NEW* Discretionary Block Grant ($312/ADA)	124,734.02
8590			
8590			
8590			
		TOTAL OTHER STATE REVENUE ACCT BREAKDOWN	328,151

CSMC

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Temecula

Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. Adobe Reader:

COMPASS LA FY25-26 Initial Budget Alt Form- 06-06-2025 FINAL.xls

Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. Adobe Reader:

COMPASS SD FY25-26 Initial Budget Alt Form- 06-06-2025 FINAL.xlsx

Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. Adobe Reader:

COMPASS YOLO FY25-26 Initial Budget Alt Form- 06-06-2025 FINAL.xlsx

Coversheet

Update to Board Policy #26 Homeless Education

Section: X. Operations Division
Item: D. Update to Board Policy #26 Homeless Education
Purpose: Vote
Submitted by: Danielle Gamez
Related Material: Board Policy 26_Homeless_Policy_FINAL Revised.pdf

BACKGROUND:

Summary of Changes:

Updated Contact Information. The phone number for the Scholar Community Advocate, Karla Gonzalez, has been revised to reflect current contact details. Revised Transportation Policy: Updates were made to clarify transportation provisions, particularly as they relate to the support of McKinney-Vento eligible scholars.

RECOMMENDATION:

Board approval of changes

Board Policy #: 26
Adopted/Ratified: October 3, 2019
Revision Date: August 11, 2021, June 25, 2022, June 21, 2025

SECTION 26 – SCHOLAR POLICY – EDUCATION OF HOMELESS CHILDREN AND YOUTH POLICY

The Compass Charter School's ("CCS" or the "Charter School") Board of Directors desires to ensure that homeless children and youth are provided with equal access to its educational program, have an opportunity to meet the same challenging State academic standards, are provided a free and appropriate public education, are not stigmatized or segregated on the basis of their status as homeless, and to establish safeguards that protect homeless scholars from discrimination on the basis of their homelessness.

Definition of Homeless Children and Youth

The term "homeless children and youth" means individuals who lack a fixed, regular and adequate nighttime residence and includes children and youths who (42 U.S.C. § 11434a):

1. Are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;
2. Have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings;
3. Are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and/or
4. Migratory children and unaccompanied youth (youth not in the physical custody of a parent or guardian) may be considered homeless if they meet the above definition of "homeless."

Homeless status is determined in cooperation with the parent or guardian. In the case of unaccompanied youth, status is determined by the School Liaison.

School Liaison

The Superintendent & CEO designates the following staff person as the School Liaison for homeless scholars (42 U.S.C. §§11432(g)(1)(J)(ii)):

Karla Gonzalez | Scholar Community Advocate
850 Hampshire Road, Suite R
Thousand Oaks, California 91361
(805) 372-0620
kgonzalez@compasscharters.org

The School Liaison shall ensure that the following requirements are fulfilled by the Charter School (42 U.S.C. § 11432(g)(6)):

1. Homeless scholars are identified by school personnel and through outreach and coordination activities with other entities and agencies and through the annual housing questionnaire administered by the Charter School.
2. Homeless scholars enroll in and have a full and equal opportunity to succeed at CCS.

3. Homeless scholars and families receive educational services for which they are eligible, including: services through Head Start programs (including Early Head Start programs) under the Head Start Act; early intervention services under part C of the Individuals with Disabilities Education Act ("IDEA"); any other preschool programs administered by CCS if any; and referrals to health care services, dental services, mental health services, substance abuse services, housing services, and other appropriate services.
4. Parents/guardians are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children.
5. Public notice of the educational rights of homeless children is disseminated at places frequented by parents or guardians of such youths, and unaccompanied youths, including schools, shelters, public libraries, and soup kitchens, and in a manner and form understandable to the parents and guardians of homeless youth and unaccompanied youth.
6. Enrollment/admissions disputes are mediated in accordance with law, CCS charter, and Board policy.
7. Parents/guardians and any unaccompanied youth are fully informed of all transportation services, as applicable.
8. School personnel providing services receive professional development and other support.
9. The School Liaison collaborates with State coordinators and community and school personnel responsible for the provision of education and related services to homeless children and youths.
10. Unaccompanied youth are enrolled in school; have opportunities to meet the same challenging State academic standards as the State establishes for other children and youth; and are informed of their status as independent scholars and that the youths may obtain assistance from the School Liaison to receive verification of such status for the purposes of the Free Application for Federal Student Aid.

The California Department of Education publishes a list of the contact information for the Homeless Education Liaisons in the state, which is available at: https://www.cde.ca.gov/sp/hs/

Enrollment

CCS shall immediately admit/enroll the scholar for which the Charter School is a School of Origin. "School of Origin" means the school that the child or youth attended when permanently housed or the school in which the child or youth was last enrolled. CCS shall also immediately enroll a homeless youth who seeks to enroll in the Charter School, if the youth would otherwise be eligible to attend and subject to CCS's capacity and pursuant to the procedures stated in the CCS charter and Board policy. A homeless youth who is enrolled will have the right to attend classes and participate fully in school activities, including extracurricular activities.

The youth shall be immediately enrolled even if the scholar lacks records normally required for enrollment (such as previous academic records, records of immunizations, other required health records, proof of residency) or has missed application or enrollment deadlines during any period of homelessness. Records will immediately be requested from the previous school. (42 U.S.C. § 11432(g)(3)(C); Education Code Section 48850(a)(3)(A).)

If the scholar needs to obtain immunizations or does not possess immunization or other medical records, the Superintendent & CEO or designee shall refer the parent/guardian to the School Liaison. The School Liaison shall assist the parent/guardian in obtaining the necessary

immunizations or records for the scholar. (42 U.S.C. § 11432(g)(3)(C).)

A homeless youth may remain in the scholar's school of origin for the entire period for which the youth is homeless. If a youth obtains permanent housing during an academic year, the youth will be permitted to remain in the school of origin through the end of the academic year.

Enrollment Disputes

If a dispute arises over admissions/enrollment, the scholar shall be immediately admitted (subject to Charter School's capacity and pursuant to the procedures stated in the Charter School charter and Board policy), pending final resolution of the dispute, including all available appeals. (42 U.S.C. § 11432(g)(3)(E).)

The parent/guardian shall be provided with a written explanation of the admission/enrollment decision, including an explanation of the parent/guardian's right to appeal the decision. The parent/guardian shall also be referred to the School Liaison. (42 U.S.C. § 11432(g)(3)(E).)

The School Liaison shall carry out the Board-adopted dispute resolution and complaint process as expeditiously as possible after receiving notice of the dispute. (42 U.S.C. § 11432(g)(3)(E).)

Housing Questionnaire

CCS shall administer a housing questionnaire for purposes of identifying homeless children and youth. CCS shall ensure that the housing questionnaire is based on the best practices developed by the CDE. CCS shall annually provide the housing questionnaire to all parents/guardians of students and to all unaccompanied youths at CCS. The housing questionnaire shall include an explanation of the rights and protections a student has as a homeless child or youth or as an unaccompanied youth. The housing questionnaire shall be available in paper form. The housing questionnaire shall be available in the primary language other than English spoken by fifteen (15) percent or more of the students enrolled at CCS and shall be translated into other languages upon request of a student's parent/guardian or an unaccompanied youth. CCS shall collect the completed housing questionnaires and annually report to the CDE the number of homeless children and youths and unaccompanied youths enrolled.

Comparable Services

Each homeless child or youth shall promptly be provided services comparable to services offered to other scholars in CCS such as (42 U.S.C. § 11432(g)(4)):

- Transportation services
- Educational services for which the child or youth meets eligibility criteria, such as educational programs for scholars with disabilities and educational programs for scholars with limited English proficiency
- Programs in vocational and technical education
- Programs for gifted and talented scholars
- Charter School nutrition programs

Transportation

This policy outlines the transportation provisions for scholars experiencing homelessness under the McKinney-Vento Homeless Assistance Act (McKinney Vento Act, 722 (g)(1)(J)(iii)) at Compass Charter Schools (CCS). Although our scholars primarily engage in independent learning and online learning instruction, this policy ensures that eligible scholars have access to transportation for in-person educational activities as needed.

CCS shall ensure that transportation is provided, at the request of the parent/ guardian (or unaccompanied youth), for eligible McKinney-Vento scholars to and from:

1. **Field Trips and Enrichment Activities**
   Transportation will be provided for school-sponsored field trips and other educational enrichment activities that are part of the scholar's academic program or support their participation in school-related activities.

2. **Assessments and Required Meetings**
   Transportation may also be provided for in-person assessments, counseling services, or meetings that require the scholar's physical presence.

The School Liaison will coordinate transportation services in collaboration with parent/guardian (or unaccompanied youth), public transportation agencies, and/or seek to partner with school districts or county offices of education for shared transportation services. The School Liaison will consider the best interests of the scholar, prioritize continuity of education, and minimize disruption when making transportation arrangements. Services may include gas cards (if available), public transit passes, or reimbursement to parent/ guardian when appropriate and feasible.

Transportation services will be arranged promptly to avoid delays in school participation. The mode of transportation will be age-appropriate, accessible, and sensitive to the unique needs of scholars experiencing homelessness.

Parent/guardians, or unaccompanied youth who disagree with transportation decisions may file a dispute in accordance with the school's McKinney-Vento dispute resolution policy. During this dispute process, transportation will be provided until the issue is resolved.

Professional Development

All administrators, teachers and employees of CCS, including the Charter School Liaison will be provided professional development on the identification, services, and sensitivity necessary when dealing with homeless children and youth. (42 U.S.C. § 11433(d)(3).) The Charter School Liaison will send verification that the Charter School is providing the required training to school personnel providing services to youth experiencing homelessness at least annually. All identified or suspected homeless children and youth will be referred to the School Liaison.

High School Graduation Requirements

Homeless scholars who transfer to the CCS any time after the completion of their second year of high school shall be exempt from any of the Charter School's graduation requirements that are in excess of the California minimum graduation requirements specified in Education Code section 51225.3 ("additional graduation requirements") unless CCS makes a finding that the scholar is reasonably able to complete the Charter School's graduation requirements by the end of the scholar's fourth year of high school.

To determine whether a homeless scholar is in their third or fourth year of high school, either the number of credits the scholar has earned to the date of transfer or the length of the scholar's school enrollment may be used, whichever will qualify the scholar for the exemption.

Within thirty (30) calendar days of the date that a scholar who may qualify for exemption under the above requirements transfers into the Charter School, the Charter School shall notify the scholar, the scholar's educational rights holder, and the Charter School Liaison of the availability of the exemption and whether the scholar qualifies for an exemption.

The Charter School shall notify scholars who are exempted from the Charter School's additional graduation requirements and the scholar's educational rights holder of how any of the requirements that are waived will affect the scholar's ability to gain admission to a postsecondary educational institution and provide information about transfer opportunities available through the California Community Colleges.

The Charter School shall not require any scholar who would otherwise be entitled to remain in attendance at the Charter School to accept the exemption from the Charter School's additional graduation requirements or deny the scholar enrollment in, or the ability to complete, courses for

which the scholar is otherwise eligible. The Charter School shall not revoke an exemption and shall grant an eligible scholar's request for the exemption at any time if the scholar qualifies, regardless of whether the scholar previously declined the exemption. An eligible scholar's exemption from the Charter School's additional graduation requirements will continue to apply while the scholar is enrolled in the Charter School or if the scholar transfers to another school even after the scholar no longer meets the definition of a homeless child.

The Charter School shall not require or request that a scholar transfer schools in order to qualify the scholar for the exemption. Nor shall a scholar, a scholar's parent/guardian or educationalrights holder, or a scholar's social worker or probation officer request a transfer solely to qualify for an exemption from the Charter School's additional graduation requirements.

If a scholar who is exempted from the Charter School's additional graduation requirements completes the California minimum coursework requirements specified in Education Code section 51225.3 before the end of the scholar's fourth year of high school and would otherwise be entitled to remain in attendance at the Charter School, the Charter School shall not require or request that the scholar graduate before the end of the scholar's fourth year of high school.

If the Charter School determines the scholar is reasonably able to complete the Charter School's graduation requirements by the end of the scholar's fifth year of high school, the Charter School shall do the following:

1. Inform the scholar of the scholar's option to remain at the Charter School for a fifth year to complete the Charter School's graduation requirements.
2. Inform the scholar, and the educational rights holder for the scholar, about how remaining in school for a fifth year to complete the Charter School's graduation requirements will affect the scholar's ability to gain admission to a postsecondary educational institution.
3. Provide information to the scholar about transfer opportunities available through the California Community Colleges.

4. Permit the scholar to stay at the Charter School for a fifth year to complete the Charter School's graduation requirements upon agreement with the scholar, if the scholar is 18 years of age or older, or, if the scholar is under 18 years of age, upon agreement with the educational rights holder for the scholar.

Acceptance of Course Work

The Charter School will accept any coursework satisfactorily completed at any public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency by a homeless scholar.

The Charter School will provide homeless scholars credit for the partial completion of courses taken while attending a public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency. If the scholar did not complete the entire course, the Charter School shall not require the scholar to retake the portion of the course the scholar completed unless the Charter School, in consultation with the holder of educational rights for the scholar, finds that the scholar is reasonably able to complete the requirements in time to graduate from high school. When partial credit is awarded in a particular course, the homeless scholar shall be enrolled in the same or equivalent course, if applicable, so that the scholar may continue and complete the entire course. These scholars shall not be prevented from taking or retaking a course to meet California State University or the University of California admission eligibility requirements.

Notice

For any homeless scholar who seeks enrollment at the Charter School, written notice will be provided to the parent/guardian at the time of enrollment.

Annual Policy Review

The Charter School shall annually review and revise any policies that may act as barriers to the identification of homeless children and youths or the enrollment of homeless children and youths at the Charter School. In reviewing and revising such policies, consideration shall be given to issues concerning transportation, immunization, residency, birth certificates, school records and other documentation, and guardianship. Special attention shall be given to ensuring the identification, enrollment, and attendance of homeless children and youths who are not currently attending school.

School Website Posting

CCS shall ensure that the following information is posted, and updated as necessary, on its internet website:

- The name and contact information of the Charter School Liaison(s) for homeless children and youths.
- The contact information of any employee or contractor that assists the Charter School Liaison in completing the liaison's duties.
- Specific information regarding the educational rights and resources available to persons experiencing homelessness.

COMPASS CHARTER SCHOOLS

Summary of Changes

Updated Contact Information: The phone number for the Scholar Community Advocate, Karla Gonzalez, has been revised to reflect current contact details.

Revised Transportation Policy: Updates were made to clarify transportation provisions, particularly as they relate to the support of McKinney-Vento eligible scholars.

Coversheet

School Wide Program (SWP) Application for Compass Charter Schools of Yolo

Section: X. Operations Division
Item: E. School Wide Program (SWP) Application for Compass Charter Schools of Yolo
Purpose: Vote
Submitted by: Danielle Gamez
Related Material: SWP vs TAS - Sheet1.pdf

BACKGROUND:

Proposal to transition Compass Charter Schools of Yolo to a School Wide Program starting the 2025-2026 school year.

Los Angeles and San Diego are currently operating as School Wide Programs. The attachment compares the two programs for your reference.

Category	Schoolwide Program (SWP)	Targeted Assistance School (TAS)
Eligibility	At least 40% of scholars must be from low-income families. **Yolo reached 41% as of May 2025.**	No minimum poverty threshold, but only eligible scholars may receive services
Who is Served	All scholars in the school can benefit from Title I services	Only identified scholars most at risk of failing receive Title I support
Use of Title I Funds	Funds may support any aspect of the educational program to improve school performance	Funds must be used only for programs that provide services to eligible scholars
Flexibility	Greater flexibility—can consolidate funds with other federal, state, and local programs	Less flexibility—funds must be kept separate and used only for targeted scholars
Program Focus	Whole-school reform to raise achievement for all scholars	Focused interventions for identified scholars not meeting standards
Schoolwide Plan Requirement	Must develop a comprehensive Schoolwide Plan (this is our LCAP)	Must maintain a Targeted Assistance Plan outlining how eligible scholars are supported
Staffing	Title I funds can be used to fund school staff generally	Title I-funded staff must work only with eligible scholars
Supplemental Services	Services may be used to enhance the entire educational program	Services must be supplemental to the regular program and clearly targeted
Coordination with Other Services	Encouraged to coordinate with other federal, state, and local programs	Coordination is more limited and focused on specific scholars
Evaluation/Accountability	Evaluated based on overall school performance	Evaluated based on performance of targeted scholars

Coversheet

Contract Approvals

Section: X. Operations Division
Item: G. Contract Approvals
Purpose: Vote
Submitted by: Elizabeth Brenner
Related Material:
CSMC CCS Contract Addendum 4.10.25.pdf
Sales Amendment to Group Meeting & Event Agreement - COM (1).pdf
Sales Amendment to Group Confirmation Agreement - Revised Taxes and Facility Charge.pdf

BACKGROUND:

The Hilton contract was procured after receiving multiple bids in accordance with our fiscal policies. Since signing the contract, taxes and facility fees have increased, necessitating the additional addendum. The final costs will be calculated once the conference is complete.

RECOMMENDATION:

I recommend that the board approve this contract in support of our annual conference.

CSMC

43460 Ridge Park Dr. Ste. #100, Temecula, CA 92590
951-694-3050 Fax: 951-257-7474

Addendum

This addendum dated April 7, 2025 modifies the current services agreement (July 1, 2024 through June 30, 2027.) between Compass Charter Schools and CSMC (Charter School Management Co.)

This addendum adds Payroll and Retirement Reporting services and support and modifies the terms of the agreement from 1.2% of Total Revenue to 1.45% of Total Revenue, effective July 1, 2025.

CSMC waves the Payroll set-up fee.

Scope of Services: Payroll, Retirement Reporting & Human Resources

CSMC uses an external payroll processor to accomplish the following tasks. CSMC helps interface between the Charter School and payroll processors. CSMC and performs quality checking and review of payroll processes. The Charter School pays all payroll processing fees directly to the payroll processor.

- Payroll Processing – CSMC calculates and processes payroll and payroll-related payments/deductions for salaried and hourly employees based on information submitted by authorized Charter School representatives. CSMC generates checks for signature by authorized Charter School representatives (or through electronic signature) or facilitates Direct Deposit at the Charter School's request. The fees set forth above include semi-monthly payroll processing.

- Payroll Calendar-CSMC will produce a payroll calendar to follow the Charter Schools payroll processing needs. This will be reviewed and approved by the Charter School then will be used throughout the fiscal year to meet necessary payroll deadlines.

- Payroll Reporting – CSMC and its payroll processor prepare, and file all required payroll reports for submission to federal and state agencies and submits electronic payroll, payroll tax reports, and payroll tax deposits to the appropriate authorities for ~~a single~~ EDD/tax ID number.

- W-2 Processing – CSMC works with the payroll processor to prepare W-2 forms, which are mailed to the Charter School, provided that this Agreement remains in effect at the end of the applicable calendar year, and subject to the timely receipt of accurate and complete information and data from Charter School, per CSMC policies, throughout the Term and including for any portion of the applicable calendar year that preceded the provision of services.

- IRS, SDI, WC Support – CSMC assists in resolving payroll tax issues before the IRS and other federal and state reporting agencies in a non-legal capacity. CSMC also assists the Charter School with any State Disability, Workers Comp, or Unemployment Insurance claims by providing supporting payroll reports.

- STRS/PERS and Other Retirement Plan Administration – The Charter School is responsible for STRS/PERS account set-up, administration forms and notices tied to enrollments, leaves of absence, and terminations, and any fees from outside parties including late fees and interest levied by STRS/PERS.

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43460 Ridge Park Dr. Ste. #100, Temecula, CA 92590
951-694-3050 Fax: 951-257-7474

- CSMC retirement team will help the Charter School set up STRS/PERS accounts as requested and make appropriate deductions and payments to the county for STRS and/or PERS based on information provided by the Charter School. Some counties charge separately for this mandated service.
- CSMC will process the Charter Schools monthly retirement reporting and submit either directly to retirement agency or to the county that the Charter School resides.
- CSMC retirement team will work with the Charter School and county to obtain access to county specific reporting and submission requirements and server specific desktop applications when applicable.
- The CSMC retirement team can assist the Charter School in setting up with notifications, for required notices for all applicable retirement agencies to ensure they are current on rules and regulations.
- CSMC retirement team will assist with retirement questions and resolutions with the Charter School. When applicable, provide direct contacts at the county the Charter Schools reside in or retirement agency the Charter School have account(s) with for clarification(s).
- CSMC clients sometimes discover errors in retirement and payroll reporting (CalSTRS/CalPERS) that occurred before they partnered with CSMC for payroll services. These issues may go unnoticed by clients, their employees, or CalSTRS/CalPERS until after CSMC is engaged. Resolving such discrepancies can take months and may involve penalties and interest. CSMC understands the critical importance of accurate payroll and retirement reporting and is equipped with the expertise to assist clients in addressing these challenges. However, depending on the complexity and time required, support from CSMC's retirement team may be subject to an additional hourly fee.

Human Resources Support

- Employee File Setup – CSMC can help supply the Charter School with new hire packets to facilitate compliance with state and federal requirements, including Live Scan procedures, TB test guidelines, and credential verification.
- Teacher Credentialing Support – CSMC offers non-legal guidance and assistance to Charter School leaders in assessing teacher credentials.
- Handbook Development – CSMC provides non-legal business advice on employee handbooks, focusing on their business implications.

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43460 Ridge Park Dr. Ste. #100, Temecula, CA 92590
951-694-3050 Fax: 951-257-7474

Roles & Responsibilities - Payroll

Clarity on certain roles and responsibilities between CSMC and Charter School will help ensure high-quality, timely business services. *Table 2 below outlines the roles and responsibilities of both parties:*

Table 2: Roles & Responsibilities – Payroll

CSMC	Compass Charter Schools
☐ Accurate, complete payroll on a semi-monthly basis ☐ Published Payroll Calendar with payroll deadlines. ☐ Reminders for payroll deadlines ☐ Final payroll information is sent to the client for approval by at least one working day before Charter School's payroll approval date when payroll is received per approved calendar. ☐ Audited payroll register will be provided to the Charter School to review and approve prior to payroll submission due date as shown on the payroll deadline calendar. ☐ Advice on setting up STRS/PERS CSMC will provide all payroll tax filing and W-2s. ☐ Maintain client partners payroll systems based on information provided by the Charter School. ☐ Completes monthly retirement reporting for STRS. ☐ CSMC will enter STRS retirement profiles for Charter Schools that report directly to STRS and not a county. ☐ CSMC will process the payments to your 403B vendors either through Paylocity or A/P depending on the processing requirements of the vendors. We will assist in setting up the deductions when CSMC has been	☐ Timecards and Changes: Submission to CSMC of timecards for new hires and other payroll changes by payroll calendar deadlines and using CSMC forms/processes. ☐ Payroll Approval: Approval (email or text) to CSMC by - Payroll Calendar deadlines ☐ New Hires: Timely submission to CSMC of new hire paperwork. ☐ Enrolling (or working with a broker to enroll) staff in any 403b, health plans, and other insurance/retirement/contribution/ deduction programs. ☐ Completing and submitting retirement forms for new hires, new enrollments, leave of absences, terminations, and retiring. ☐ Terminating staff from health plans, retirement plans, other insurance, and other applicable contribution/ deduction programs.

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CSMC

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951-694-3050 Fax: 951-257-7474

provided with new setup or changes from Compass.	

The Payroll Deadlines / Calendars referenced above shall be provided separately by CSMC.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date set forth.

Charter School Management Corporation	Compass Charter Schools
Name: Sandro Lanni	Name: *Liz Brenner*
Title: President	Title: *Superintendent*
Date:	Date: 4/16/2025
Signature:	Signature:

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Hilton

AMENDMENT TO GROUP SALES EVENT AGREEMENT

This is an **Amendment to Group Sales Event Agreement** between **Compass Charter Schools** and **San Diego Lessee LLC** d/b/a **DoubleTree by Hilton San Diego Mission Valley** for the **Compass Charter Schools** ("Event") scheduled for August 2, 2025 - August 7, 2025.

The parties hereby agree to amend the Schedule of Events and Function Space Charges provision as follows:

AMENDED SCHEDULE OF EVENTS AND FUNCTION SPACE CHARGES

Date	Time	Event	Room*	AGR	Room Rental
Sat, 08/02/25	8:00 AM - 5:00 PM	Board of Directors Meeting	Hub	7	
Sat, 08/02/25	10:00 AM - 11:45 PM	Storage	Shutters West II		
Sun, 08/03/25	7:00 AM - 11:45 PM	Storage	Shutters West II		
Sun, 08/03/25	8:00 AM - 9:00 AM	Breakfast	Hub	14	
Sun, 08/03/25	8:00 AM - 5:00 PM	Meeting	Hub	14	
Sun, 08/03/25	1:00 PM - 4:30 PM	PM Break	Hub	14	
Mon, 08/04/25	6:00 AM - 1:00 PM	General Session Setup	Gallery	200	
Mon, 08/04/25	6:00 AM - 11:45 PM	Academic Division/Options Dept. Setup	Great Room IV/V	200	
Mon, 08/04/25	6:00 AM - 11:45 PM	Academic Support Setup	Great Room VIII	20	
Mon, 08/04/25	6:00 AM - 11:45 PM	Community Providers Setup	Shutters East I	20	
Mon, 08/04/25	6:00 AM - 11:45 PM	Counseling Setup	Great Room VI	20	
Mon, 08/04/25	6:00 AM - 11:45 PM	Engagement Setup	Shutters East II	20	
Mon, 08/04/25	6:00 AM - 11:45 PM	HR/IT Setup	Shutters West I	20	
Mon, 08/04/25	6:00 AM - 11:45 PM	Online Learning Setup	Great Room II/III	50	
Mon, 08/04/25	6:00 AM - 11:45 PM	Scholar Support Setup	Great Room VII	20	
Mon, 08/04/25	6:00 AM - 11:45 PM	SPED Setup	Great Room I	20	
Mon, 08/04/25	6:00 AM - 11:59 PM	Office	Hub	14	
Mon, 08/04/25	6:00 AM - 11:45 PM	Operations Division/Department Setup	Shutters West II	20	
Mon, 08/04/25	8:00 AM - 4:00 PM	Registration Setup	South Foyer All	4	
Mon, 08/04/25	12:00 PM - 1:00 PM	All Staff Lunch	The Patio	180	
Mon, 08/04/25	1:00 PM - 4:00 PM	General Session	Gallery	200	
Mon, 08/04/25	4:00 PM - 6:00 PM	Registration	South Foyer All	4	
Mon, 08/04/25	6:00 PM - 7:00 PM	Hotel Hosted Welcome Reception	The Deck	200	
Mon, 08/04/25	6:00 PM - 8:30 PM	Cash Bar	The Deck	1	
Mon, 08/04/25	7:00 PM - 8:30 PM	All Staff Welcome Dinner	The Patio	180	
Tue, 08/05/25	6:00 AM - 11:45 PM	Room Hold	Shutters West I&II		
Tue, 08/05/25	6:00 AM - 11:45 PM	Room Hold	Great Room		
Tue, 08/05/25	6:00 AM - 11:45 PM	Room Hold	Gallery		
Tue, 08/05/25	6:00 AM - 11:45 PM	Room Hold	Shutters East I&II		
Tue, 08/05/25	6:00 AM - 11:59 PM	Office	Hub	14	
Tue, 08/05/25	7:00 AM - 8:00 AM	Breakfast	The Patio	200	
Tue, 08/05/25	7:00 AM - 1:00 PM	Room Hold	The Patio		
Tue, 08/05/25	7:00 AM - 5:00 PM	Registration	South Foyer All	4	
Tue, 08/05/25	8:00 AM - 11:00 AM	Academic Division/Options Dept.	Great Room IV/V	200	
Tue, 08/05/25	8:00 AM - 11:00 AM	Academic Support	Great Room VIII	20	
Tue, 08/05/25	8:00 AM - 11:00 AM	Community Providers	Shutters East I	20	
Tue, 08/05/25	8:00 AM - 11:00 AM	Counseling	Great Room VI	20	
Tue, 08/05/25	8:00 AM - 11:00 AM	Engagement	Shutters East II	20	
Tue, 08/05/25	8:00 AM - 11:00 AM	HR/IT	Shutters West I	20	
Tue, 08/05/25	8:00 AM - 11:00 AM	Online Learning	Great Room II/III	50	
Tue, 08/05/25	8:00 AM - 11:00 AM	Scholar Support	Great Room VII	20	
Tue, 08/05/25	8:00 AM - 11:00 AM	SPED	Great Room I	20	
Tue, 08/05/25	8:00 AM - 5:00 PM	Addtl. Breakout Room	Loft II		$250
Tue, 08/05/25	8:00 AM - 5:00 PM	Addtl. Breakout Room	Loft I		$250

Tue, 08/05/25	8:00 AM - 11:00 AM	Operations Division/Department	Shutters West II	20	
Tue, 08/05/25	10:15 AM - 10:45 AM	AM Break	South Foyer All	200	
Tue, 08/05/25	11:00 AM - 3:00 PM	General Session	Gallery	200	
Tue, 08/05/25	12:00 PM - 1:00 PM	Lunch	The Patio	200	
Tue, 08/05/25	6:00 PM - 7:00 PM	All Staff Dinner	The Patio	200	
Wed, 08/06/25	6:00 AM - 11:45 PM	Room Hold	Great Room		
Wed, 08/06/25	6:00 AM - 11:45 PM	Room Hold	Gallery		
Wed, 08/06/25	6:00 AM - 11:45 PM	Room Hold	Shutters West I&II		
Wed, 08/06/25	6:00 AM - 11:45 PM	Room Hold	Shutters East I&II		
Wed, 08/06/25	6:00 AM - 11:59 PM	Office	Hub	14	
Wed, 08/06/25	7:00 AM - 8:00 AM	Breakfast	The Patio	200	
Wed, 08/06/25	7:00 AM - 1:00 PM	Room Hold	The Patio		
Wed, 08/06/25	7:00 AM - 4:00 PM	Registration	South Foyer All	4	
Wed, 08/06/25	8:00 AM - 12:00 PM	Academic Support	Great Room VIII	20	
Wed, 08/06/25	8:00 AM - 12:00 PM	Community Providers	Shutters East I	20	
Wed, 08/06/25	8:00 AM - 12:00 PM	Counseling	Great Room VI	20	
Wed, 08/06/25	8:00 AM - 12:00 PM	Engagement	Shutters East II	20	
Wed, 08/06/25	8:00 AM - 12:00 PM	HR/IT	Shutters West I	20	
Wed, 08/06/25	8:00 AM - 12:00 PM	Online Learning	Great Room II/III	50	
Wed, 08/06/25	8:00 AM - 12:00 PM	Scholar Support	Great Room VII	20	
Wed, 08/06/25	8:00 AM - 12:00 PM	SPED	Great Room I	20	
Wed, 08/06/25	8:00 AM - 4:00 PM	Academic Division/Options Dept.	Great Room IV/V	200	
Wed, 08/06/25	8:00 AM - 5:00 PM	Addtl. Breakout Room	Loft II		$250
Wed, 08/06/25	8:00 AM - 5:00 PM	Addtl. Breakout Room	Loft I		$250
Wed, 08/06/25	8:00 AM - 12:00 PM	Operations Division/Department	Shutters West II	20	
Wed, 08/06/25	10:30 AM - 11:00 AM	AM Break	South Foyer All	200	
Wed, 08/06/25	12:00 PM - 1:00 PM	Lunch	The Patio	200	
Thu, 08/07/25	6:00 AM - 3:00 PM	Office	Hub	14	
Thu, 08/07/25	6:00 AM - 11:45 PM	Room Hold	Shutters West I&II		
Thu, 08/07/25	6:00 AM - 11:45 PM	Room Hold	Shutters East I&II		
Thu, 08/07/25	6:00 AM - 11:45 PM	Room Hold	Great Room		
Thu, 08/07/25	6:00 AM - 11:45 PM	Room Hold	Gallery		
Thu, 08/07/25	7:00 AM - 8:00 AM	Breakfast	The Patio	200	
Thu, 08/07/25	7:00 AM - 1:00 PM	Registration	South Foyer All	4	
Thu, 08/07/25	7:00 AM - 2:00 PM	Room Hold	The Patio		
Thu, 08/07/25	8:00 AM - 12:30 PM	Academic Support	Great Room VIII	20	
Thu, 08/07/25	8:00 AM - 12:30 PM	Community Providers	Shutters East I	20	
Thu, 08/07/25	8:00 AM - 12:30 PM	Counseling	Great Room VI	20	
Thu, 08/07/25	8:00 AM - 12:30 PM	Engagement	Shutters East II	20	
Thu, 08/07/25	8:00 AM - 12:30 PM	HR/IT	Shutters West I	20	
Thu, 08/07/25	8:00 AM - 12:30 PM	Online Learning	Great Room II/III	50	
Thu, 08/07/25	8:00 AM - 12:30 PM	Scholar Support	Great Room VII	20	
Thu, 08/07/25	8:00 AM - 12:30 PM	SPED	Great Room I	20	
Thu, 08/07/25	8:00 AM - 4:00 PM	Academic Division/Options Dept.	Great Room IV/V	200	
Thu, 08/07/25	8:00 AM - 5:00 PM	Addtl. Breakout Room	Loft II		$250
Thu, 08/07/25	8:00 AM - 5:00 PM	Addtl. Breakout Room	Loft I		$250
Thu, 08/07/25	8:00 AM - 12:30 PM	Operations Division/Department	Shutters West II	20	
Thu, 08/07/25	10:15 AM - 10:45 AM	AM Break	South Foyer All	200	
Thu, 08/07/25	12:30 PM - 1:00 PM	Wrap Up & Townhall	Gallery	200	
Thu, 08/07/25	1:00 PM - 2:00 PM	Lunch - Food Truck	The Patio	200	$500

- ***Subject to change without notice.**

HILTON-GSEA (USA) AMENDMENT (Rev. 27MARCH2018)

Doc ID: 20250602163011980
Sertifi Electronic Signature
Powered by BoardOnTrack

- **Group agrees to confirm with Hotel the assigned functions space *before* printing any materials listing specific meeting or function locations.**
- **Agr = Number of Attendees**

Revised Summary of Revenue Anticipated by Hotel from this Agreement	
Total Anticipated Sleeping Room Revenue:	**$106,118.00**
Total Anticipated Food and Beverage Revenue: **Total Anticipated Food and Beverage Revenue does not include gratuities, service charges, supplemental surcharges, applicable federal, state or local taxes or any other fees outside of food and beverage product sales.**	**$60,000.00**
Total Anticipated Meeting Room Rental Fees: **Any discounts on Meeting Room Rental Fees are based on Group's achievement of performance requirements.**	**$2,000.00**
"Total Anticipated Revenue":	**$168,118.00**

All Group commitments and obligations in the Agreement based on revenue are amended to be based on the Revised Summary table above, including, but not limited to: Additional Concessions based on achieved revenue; Function Space charges; and Food and Beverage and Sleeping Room Performance and Cancellation.

Option Dates: These arrangements are being held on a first option basis until **June 16, 2025** (the "Option Period"). However, should other business opportunities arise such that Hotel is in a position to confirm immediately, Group will be advised and given until the end of Group's Option Period to confirm this Agreement on a definite basis by returning a signed copy of this Agreement to Hotel. Please note that it is Group's responsibility to notify Hotel if Group needs to request an extension of Group's Option Period. If Hotel does not receive a signed copy of this Agreement by **June 16, 2025**, Hotel may, at Hotel's sole option and with no notice required, release this first option, review Hotel's rates, and/or concessions, or continue to hold the arrangements.

All other terms and conditions of the Agreement not expressly referred to above remain in full force and effect.

Hotel will use the Sertifi system for the Hotel to upload the Agreement for eSignature by the parties.

The undersigned expressly agree and warrant that they are authorized to sign and enter into this Amendment on behalf of the party for which they sign.

ACCEPTED AND AGREED TO:

GROUP:

Compass Charter Schools

By: *Elizabeth Brenner*
ebrenner@compasscharters.org
Title: Superintendent
Dated: 06/04/2025

HOTEL:

San Diego Lessee LLC

d/b/a DoubleTree by Hilton San Diego Mission Valley

By Doubletree Management LLC, Managing Agent

By:
Title:
Dated:

Hilton

AMENDMENT TO QUICK CONFIRMATION AGREEMENT

This is an **Amendment to Quick Confirmation Agreement** between **Compass Charter Schools** ("Group" or "you" or "your(s)") and **San Diego Lessee LLC** d/b/a **DoubleTree by Hilton San Diego Mission Valley** (the "Hotel") for the **Compass Charter Schools** ("Event") scheduled for August 03, 2025 - August 07, 2025.

The parties hereby agree to amend the provisions as follows:

ORIGINAL TAXES:

Group agrees to pay any and all applicable federal, state, municipal or other taxes, fees, or assessments imposed on or applicable to Group's Event. Currently, the sales tax rate is **7.75%**, and the hotel occupancy tax rate is **10.50%**; San Diego Marketing Assessment **2.00%**; CA Tourism Assessment **0.20%**. Total current Occupancy Tax is **12.70%** (subject to change without notice). Hotel will honor any available tax exemptions for which Group qualifies, provided that Group properly completes and timely provides all documentation required by the applicable jurisdiction to substantiate the exemption.

REVISED TAXES:

Group agrees to pay any and all applicable federal, state, municipal or other taxes, fees, or assessments imposed on or applicable to Group's Event. Currently, the sales tax rate is **7.75%**, and the hotel occupancy tax rate is **12.75%**; San Diego Marketing Assessment **2.00%**; CA Tourism Assessment **0.20%**. Total current Occupancy Tax is **14.95%** (subject to change without notice). Hotel will honor any available tax exemptions for which Group qualifies, provided that Group properly completes and timely provides all documentation required by the applicable jurisdiction to substantiate the exemption.

ORIGINAL FACILITY CHARGE AND ADMINISTRATIVE CHARGE:

The combined service charge and administrative charge that is in effect on the day of Group's Event will be added to Group's Master Account. Currently the combined charge is equal to 26% of the food and beverage total, plus any applicable state and/or local taxes. A portion of this combined charge is fully distributed to servers, captains and where applicable bussers and/or bartenders assigned to the Event. The remainder of the combined charge is an administrative charge that is not gratuity and is the property of Hotel to cover discretionary and administrative costs of Group's Event. The current breakdown is as follows:

Food: Server(s) 15.70%; Banquet Captain(s) 3.54%; Administrative 6.76%. Beverage: When applicable, Bartender(s) 20.20%; Administrative 5.80%.

Hotel will endeavor to notify Group in advance of Group's Event of any increases to the combined charge should different facility charge and/or administrative charge amounts be in effect on the day of Group's Event.

REVISED FACILITY CHARGE AND ADMINISTRATIVE CHARGE:

The combined facility charge and administrative charge that is in effect on the day of Group's Event will be added to Group's Master Account. Currently the combined charge is equal to **27%** of the food and beverage total, plus any applicable state and/or local taxes. A portion of this combined charge is fully distributed to servers, captains and where applicable bussers and/or bartenders assigned to the Event. The remainder of the combined charge is an administrative charge that is not a gratuity and is the property of Hotel to cover discretionary and administrative costs of Group's Event. The current breakdown is as follows:

Food: Server(s) 15.70%; Banquet Captain(s) 3.54%; **Banquet Houseperson .50%**; Administrative **7.26%**. Beverage: When applicable, Bartender(s) 20.20%; Administrative 5.80%.

Hotel will endeavor to notify Group in advance of Group's Event of any increases to the combined charge should different facility charge and/or administrative charge amounts be in effect on the day of Group's Event.

All other terms and conditions of the Agreement not expressly referred to above remain in full force and effect.

Hotel will use the Sertifi system for the Hotel to upload the Agreement for eSignature by the parties.

The undersigned expressly agree and warrant that they are authorized to sign and enter into this Amendment on behalf of the party for which they sign.

ACCEPTED AND AGREED TO:

GROUP:

Compass Charter Schools

By:

Title: Superintendent

Dated: 6/17/2025

HOTEL:

San Diego Lessee LLC

d/b/a DoubleTree by Hilton San Diego Mission Valley

By Doubletree Management LLC, Managing Agent

By:

Title:

Dated:

Coversheet

IT Department Year in Review

Section: X. Operations Division
Item: H. IT Department Year in Review
Purpose: FYI
Submitted by:
Related Material: CCS IT Team - Year in Review (2024-2025).pdf

COMPASS CHARTER SCHOOLS

IT YEAR IN REVIEW

2024-2025



By
The CCS IT Team

Date: May 29th, 2025

COST SAVINGS



Annual Category Savings:
Cybersecurity: $67,306.06
Communications: $20,273.32
Employee Services: $11,141

Contracts	Annual Expense
TPX	$106,530.84
8x8	$62,393.32
Classlink	$ 13,700.00
LineWize	$6,945.75
Workplace	$10,989.00
Adobe Sign (Reduction)	$3,300.00
ALL New Services (Annual Expenses)	-$105,138.93
Total Yearly Savings	**$98,719.98**

**Does not count additional savings from recouped overpayments to AT&T ($4,836.74), annual School Pathways bridge savings ($507.04), nor credential reminder addon savings.
**Does not count expenditures associated with Chromebook pilot (annual contracts only).

CYBERSECURITY & DATA STORY



TPX Audit

Discovered TPX had been charging us to manage a list of endpoints that had not been updated in years. Nearly half devices (48%) had been retired from field. No cloud security services.



LineWize Investigation

Content filter was functioning on devices with agent installed, but this was less than 50% of devices. All devices had been imaged with local user set to “CCS,” so unable to identify user in scholar-in-crisis (SIC) scenarios.



Data Security Audit

Discovered some data bridges being hosted on a staff member’s device. No cloud security system in place. No data backup system in place. No MFA system to protect account access.

CYBERSECURITY

Endpoint Central

Endpoint Management



April 24



ManagedMethods

Cloud Security

Checkpoint

Email Security



May 24

MM Content Filter

Web Filter



June 24

Clever MFA & SSO

Identity Authentication



Jan 25

SysCloud

Data Backups & Restoration



March 25

Zoho Vault

Password Management



NEXT

DATA MANAGEMENT

Google Cloud Database

Cloud-Based Data Storage

Looker Studio

Data Dashboard





Jan 24 | **June 24** | **March 25** | **April 25** | **NEXT**







Abre

Backend Construction

SysCloud

Data Backups & Restoration

GCD Expansion

Relocating More Data Projects to GCD

CYBERSECURITY & DATA STORY



Endpoint Management

Cut TPX and relocated endpoint management and email security services to Endpoint Central and Checkpoint respectively. IT team now internally manages endpoints (e.g., patch management, antivirus) for all staff devices.*



Web & Cloud Security

Cut LineWize and relocated content filter and cloud security services to ManagedMethods. Operates at browser level and connected to user (regardless of device).* Direct scholar-in-crisis alerts to counseling team now that users can be identified.



Added Structure

Relocated all data hosting to Google Cloud Database (off staff member's computer). Secured SysCloud for Google Workspace data backup and restoration services. Secured Clever for MFA and SSO services to limit unauthorized system access.

**Some scholar Windows devices that had been sent to field prior to the cybersecurity audit will not have an agent installed. This elevates the importance of the Chromebook initiative.

BENEFITS AND IMPACT



- **61% Fully & 95% Partially Patched Devices**
- **3 Scholar-in-Crisis Situation Responses**
- **8.23TB G Suite Data & 1106 G Classrooms Backed Up**
- **Compliant with Cybersecurity Insurance**

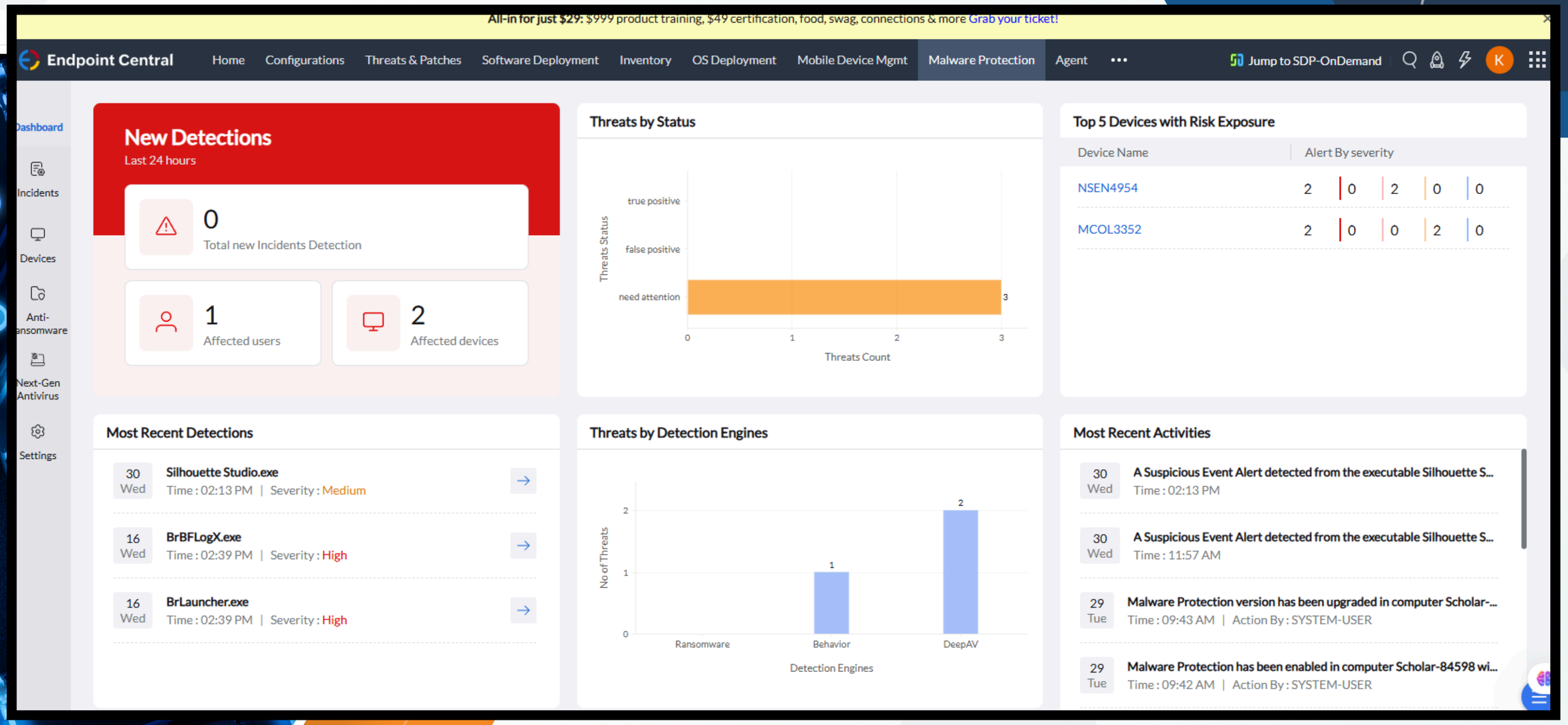
  Now that MFA is enforced organization-wide, we are hereby compliant with the expectations outlined in our cybersecurity insurance agreement.

- **97k Emails and 33k Attachments Scanned Weekly...**

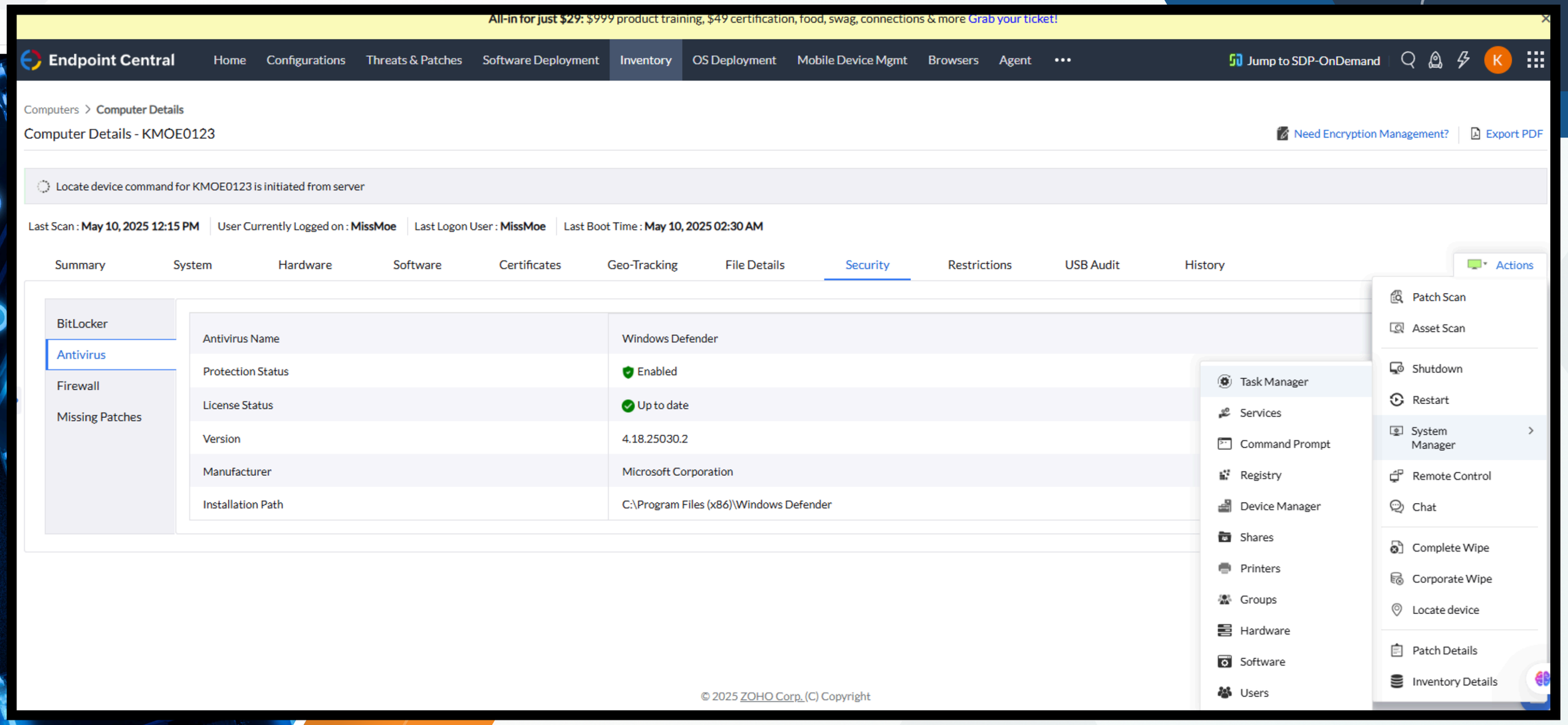
  80+ Phishing/Spoofing Attempts Quarantined, 100+ Potential DLP (Data Loss) Events Corrected, and 1,500+ Spam Emails Blocked/Captured Weekly...

- **2,400 Content Filter Blocklist Activations for Scholars Weekly...**
- **50-80 Suspicious Login Attempts Mitigated Weekly...**

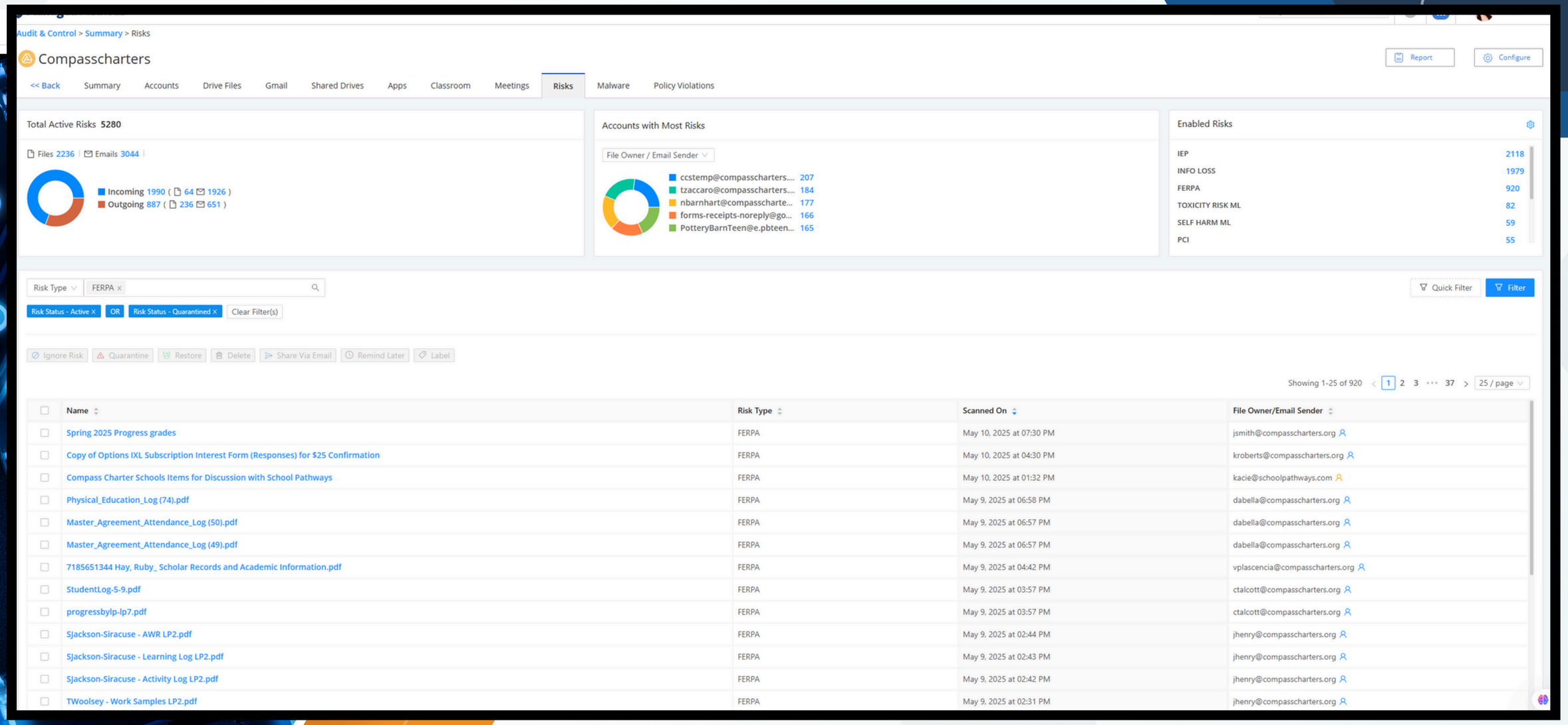
ENDPOINT CENTRAL



ENDPOINT CENTRAL



MANAGED METHODS



MANAGED METHODS

Risk Found in Drive

Owner: kacie@schoolpathways.com

Ignore | Quarantine | Restore | Delete | Share Via Email | Download

Details | Notes

Link Share(s)

- Anyone With Edit Permission

User Share(s)

csaez@compasscharters.org
lashawnda@schoolpathways.com
vplascencia@compasscharters.org
pete@schoolpathways.com

Holders

afoody@compasscharters.org
Folders: Shared with me
tcastillo@compasscharters.org
Folders: Shared with me

Scanned On

May 10, 2025 at 01:32 PM

Date	Link
29-Jan-2025	School Pathways/Compass Meeting Notes
12-Feb-2025	School Pathways/Compass Meeting Notes
12-Mar-2025	School Pathways/Compass Meeting Notes
26-Mar-2025	School Pathways/Compass Meeting Notes
16-Apr-2025	School Pathways/Compass Meeting Notes
14-May-2025	School Pathways/Compass Meeting Notes

FERPA

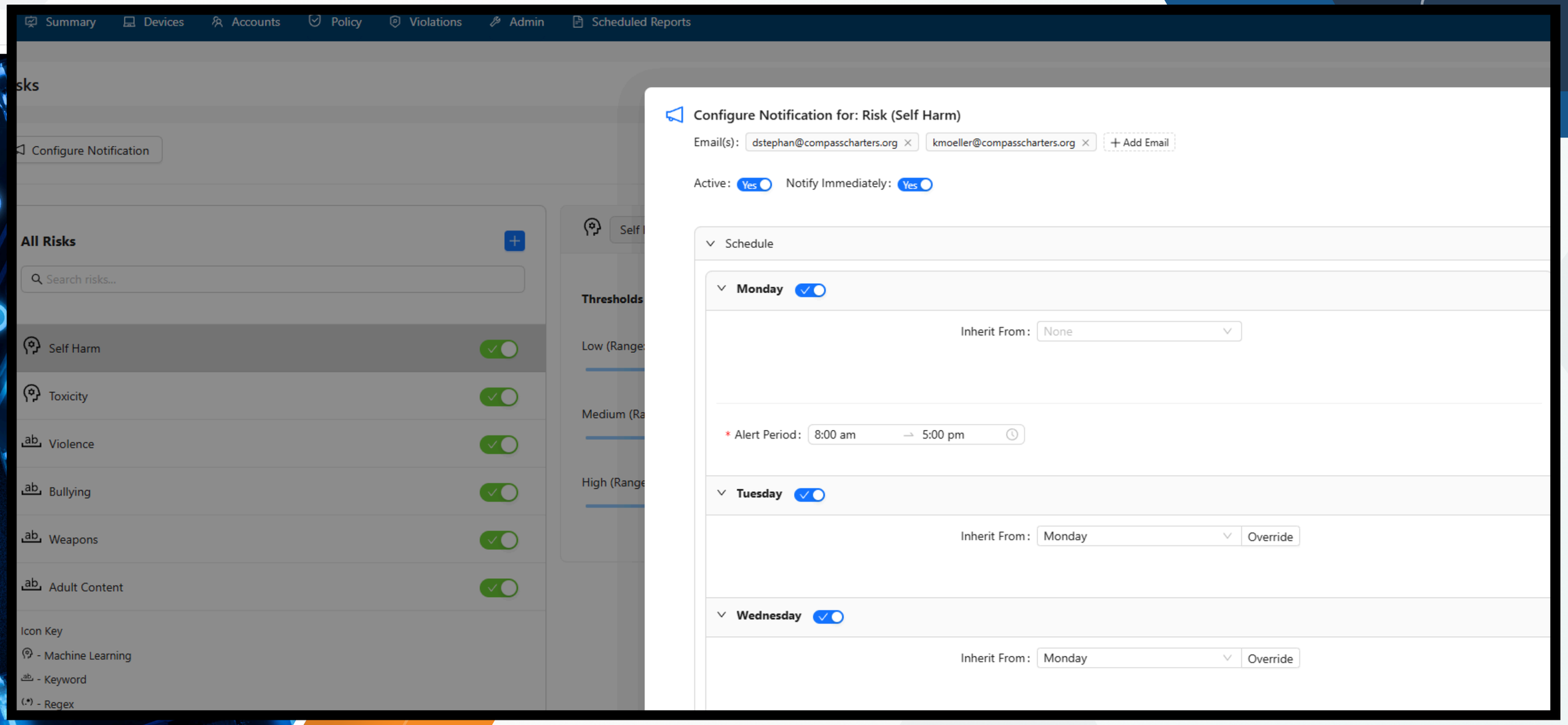
...pped to include their file specifications? Grade, ***Student ID***, *First Name, Last name, Middle Na...*

MANAGED METHODS

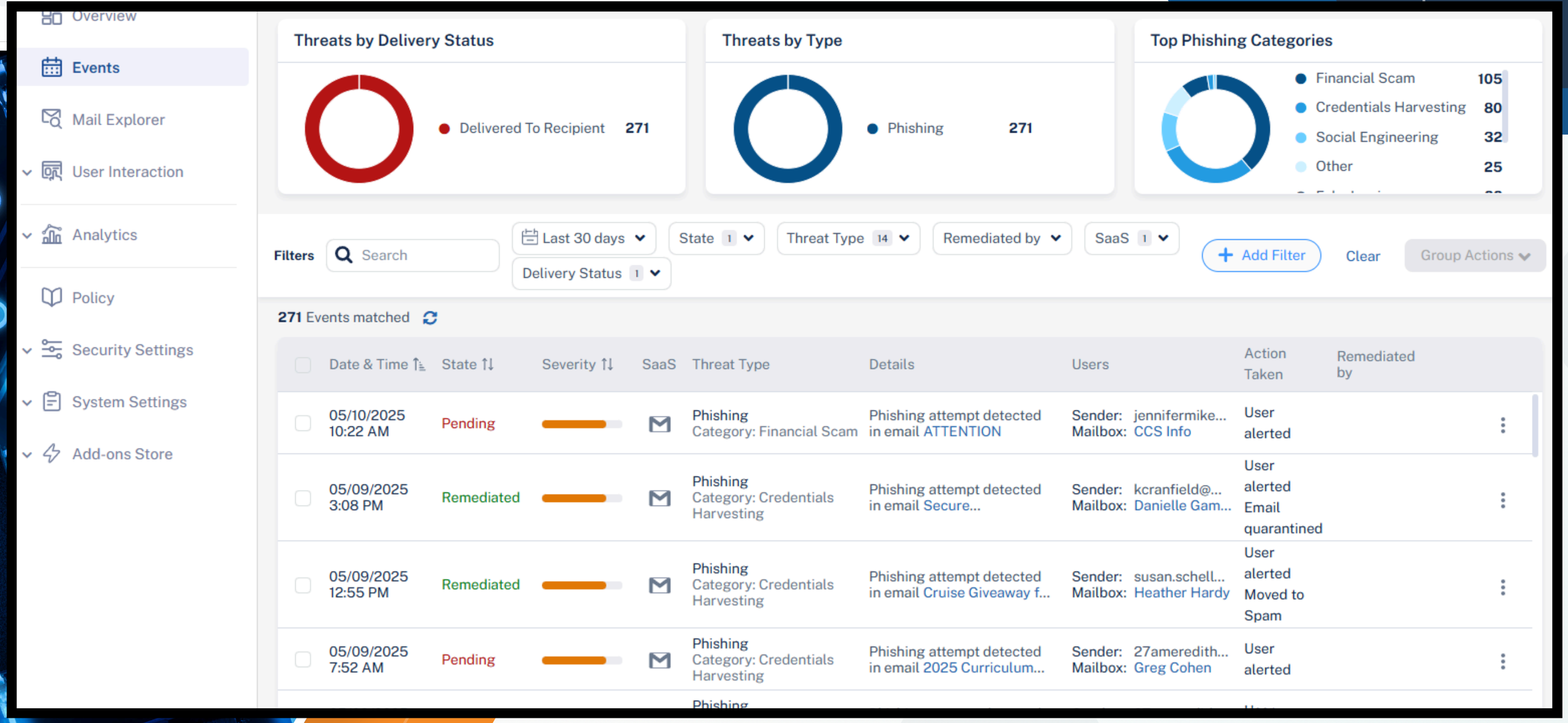
Reports

Email	Date	Url	Input	Risks	External Ip	Internal Ip	Device
schyler.chandler@scholars.compasscharters.org	05/10/25, 12:43:53 PM PDT	editor.gdevelop.io	Bullet	Weapons	2603:8001:8a00:2f87:a086:259e:10d8:bab2	192.168.4.31	58:CD:
aaleyah.khan@scholars.compasscharters.org	05/09/25, 10:35:19 AM PDT	chat.google.com	wait....HE'S DEAD, THAT MEANS THAT I WON'T BE GETTING DAILY'S, NOOOOOOOOOOOOOOOOOOOOOO-	Self Harm	68.111.92.41	192.168.1.60	98:BD:
nick.bousquet001@scholars.compasscharters.org	05/08/25, 8:29:19 PM PDT	accelerate-compassla.agilixbuzz.com	A wedge is two inclined plans joined to make a sharp edge that effectively separates things. Three examples are an axe, knife, and shovel.	Weapons	47.150.186.213	192.168.4.104	A0:D3:
phoenix.cruz@scholars.compasscharters.org	05/08/25, 3:11:17 PM PDT	chat.google.com	or keep being dead	Self Harm	98.148.147.93	N/A	EFA0EE
madison.perez@scholars.compasscharters.org	05/08/25, 2:34:24 PM PDT	accelerate-compasssd.agilixbuzz.com	I don't think that the use of the atomic bombs from the United States can be justified. They had a decision and they made it to destroy the innocent lives of civilians, I believe it would've been good...	Weapons	2806:2f0:1141:c60b:b12d:689f:6f82:aed2	N/A	C15B3
grant.rogers@scholars.compasscharters.org	05/08/25, 10:46:36 AM PDT	accelerate-compasssd.agilixbuzz.com	killing, torture, only to a certain group, and	Toxicity	72.199.1.195	N/A	91E3B4
riley.recob@scholars.compasscharters.org	05/08/25, 10:37:30 AM PDT	accelerate-compassyolo.agilixbuzz.com	Ho Chi Minh and leaders in Hanoi planned the Tet Offensive in the hopes of achieving a decisive victory that would end the grinding conflict that frustrated military leaders on both sides.	Bullying	2605:59c0:2041:9b10:914f:e0a8:2b42:494c	N/A	BB366
riley.recob@scholars.compasscharters.org	05/08/25, 10:37:28 AM PDT	accelerate-compassyolo.agilixbuzz.com	Ho Chi Minh and leaders in Hanoi planned the Tet Offensive in the hopes of achieving a decisive victory that would end the grinding conflict that frustrated military leaders on both sides.	Bullying	2605:59c0:2041:9b10:914f:e0a8:2b42:494c	N/A	BB366
phoenix.cruz@scholars.compasscharters.org	05/08/25, 10:17:19 AM PDT	app.zoom.us	3rd Phoenix Cruz :3(i died im dead im dedz0)	Self Harm	98.148.147.93	N/A	EFA0EE

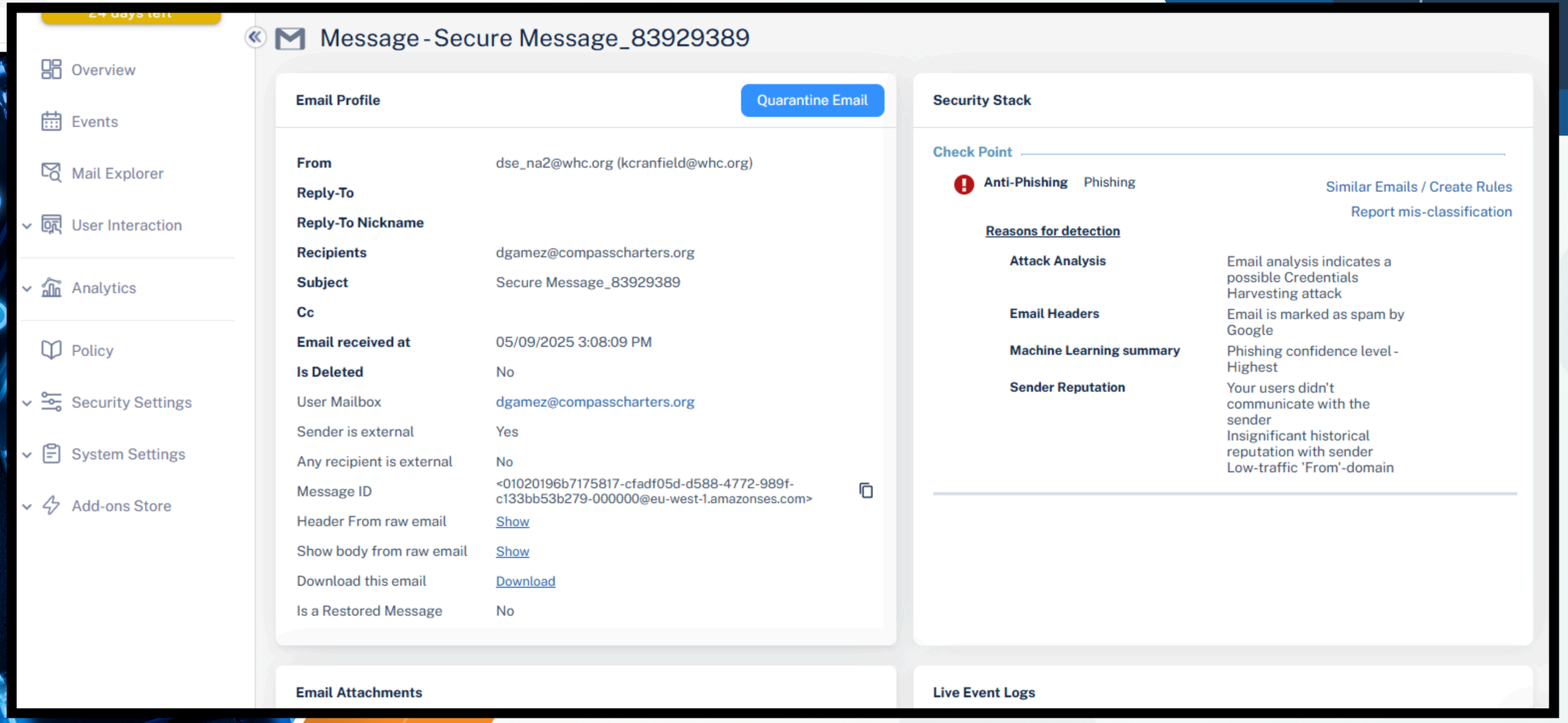
MANAGED METHODS



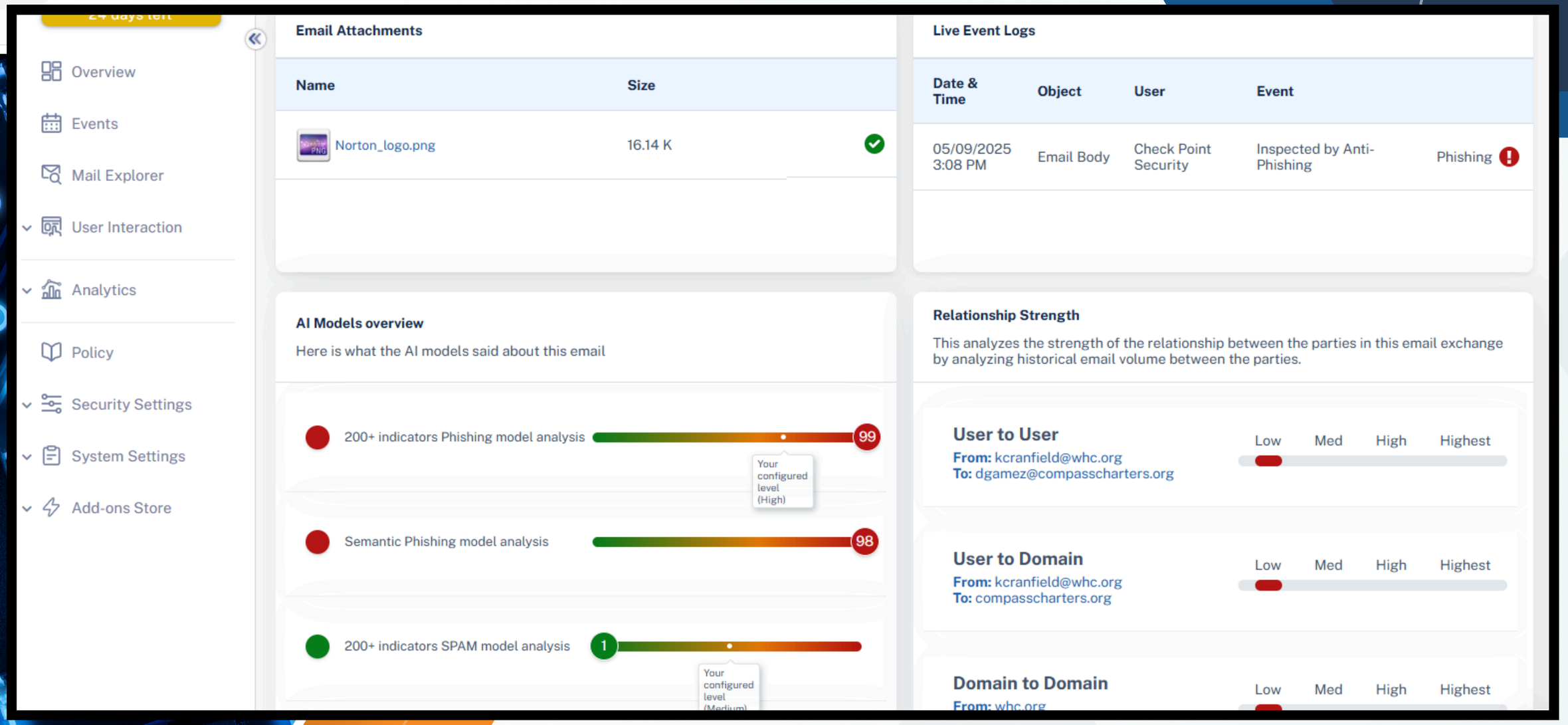
CHECKPOINT


Overview
Events
Mail Explorer
User Interaction
Analytics
Policy
Security Settings
System Settings
Add-ons Store
Threats by Delivery Status
Delivered To Recipient 271
Threats by Type
Phishing 271
Top Phishing Categories
Financial Scam 105
Credentials Harvesting 80
Social Engineering 32
Other 25
Filters
Search
Last 30 days
State 1
Threat Type 14
Remediated by
SaaS 1
Delivery Status 1
Add Filter
Clear
Group Actions
271 Events matched
Date & Time
State
Severity
SaaS
Threat Type
Details
Users
Action Taken
Remediated by
05/10/2025 10:22 AM
Pending
Phishing
Category: Financial Scam
Phishing attempt detected in email ATTENTION
Sender: jennifermike...
Mailbox: CCS Info
User alerted
05/09/2025 3:08 PM
Remediated
Phishing
Category: Credentials Harvesting
Phishing attempt detected in email Secure...
Sender: kcranfield@...
Mailbox: Danielle Gam...
User alerted
Email quarantined
05/09/2025 12:55 PM
Remediated
Phishing
Category: Credentials Harvesting
Phishing attempt detected in email Cruise Giveaway f...
Sender: susan.schell...
Mailbox: Heather Hardy
User alerted
Moved to Spam
05/09/2025 7:52 AM
Pending
Phishing
Category: Credentials Harvesting
Phishing attempt detected in email 2025 Curriculum...
Sender: 27ameredith...
Mailbox: Greg Cohen
User alerted

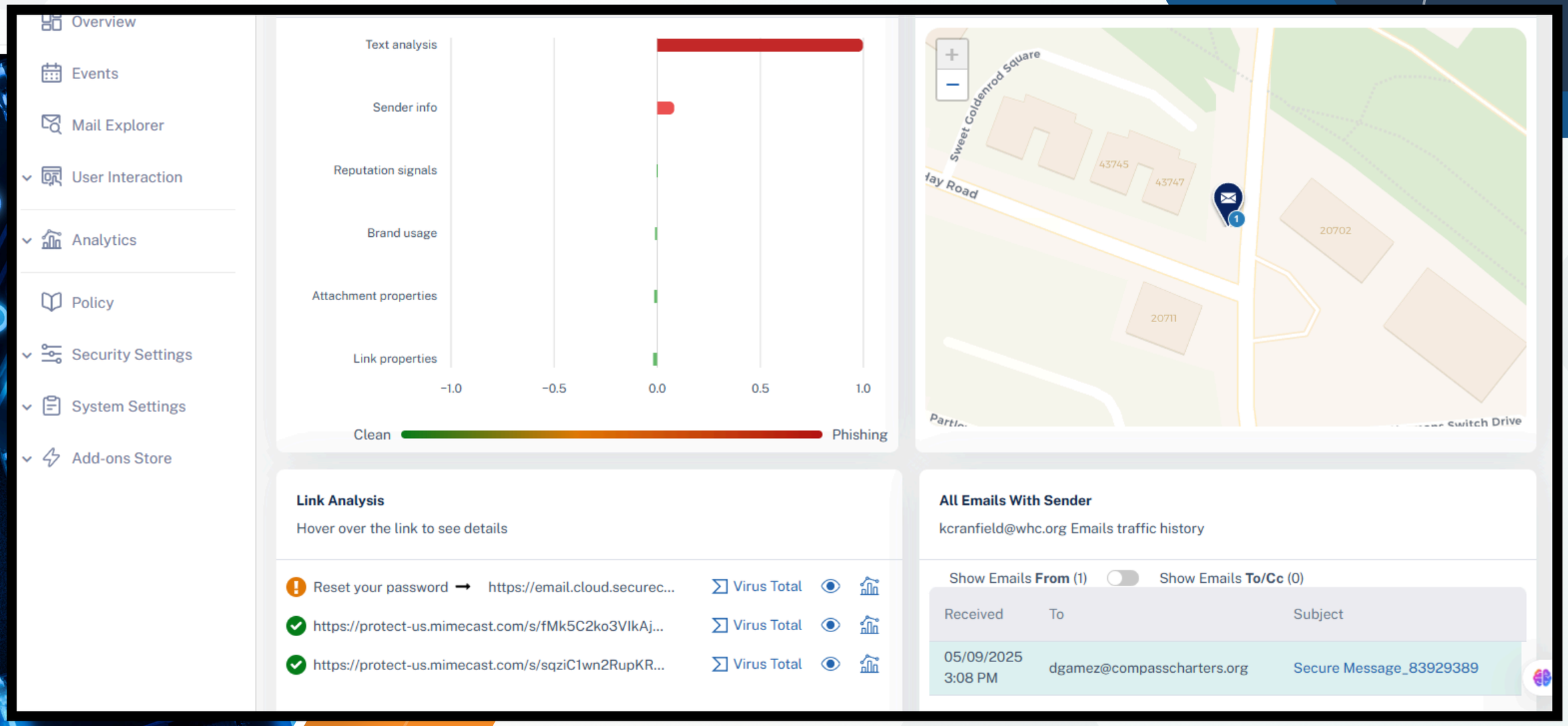
CHECKPOINT


Overview
Events
Mail Explorer
User Interaction
Analytics
Policy
Security Settings
System Settings
Add-ons Store
Message - Secure Message_83929389
Email Profile
Quarantine Email
From
dse_na2@whc.org (kcranfield@whc.org)
Reply-To
Reply-To Nickname
Recipients
dgamez@compasscharters.org
Subject
Secure Message_83929389
Cc
Email received at
05/09/2025 3:08:09 PM
Is Deleted
No
User Mailbox
dgamez@compasscharters.org
Sender is external
Yes
Any recipient is external
No
Message ID
<01020196b7175817-cfadf05d-d588-4772-989f-c133bb53b279-000000@eu-west-1.amazonses.com>
Header From raw email
Show
Show body from raw email
Show
Download this email
Download
Is a Restored Message
No
Security Stack
Check Point
Anti-Phishing
Phishing
Similar Emails / Create Rules
Report mis-classification
Reasons for detection
Attack Analysis
Email analysis indicates a possible Credentials Harvesting attack
Email Headers
Email is marked as spam by Google
Machine Learning summary
Phishing confidence level - Highest
Sender Reputation
Your users didn't communicate with the sender
Insignificant historical reputation with sender
Low-traffic 'From'-domain
Email Attachments
Live Event Logs

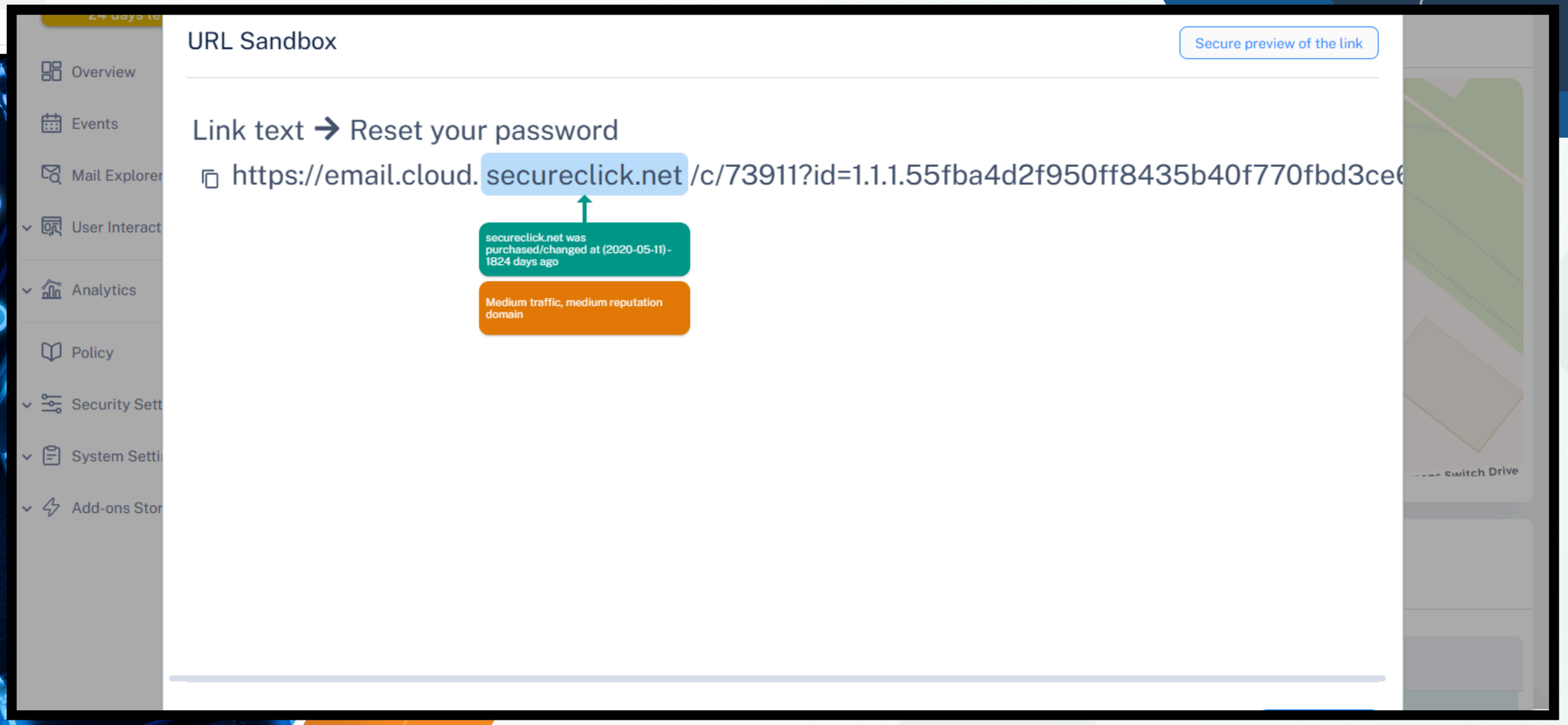
CHECKPOINT


24 days left
Overview
Events
Mail Explorer
User Interaction
Analytics
Policy
Security Settings
System Settings
Add-ons Store
Email Attachments
Name
Size
Norton_logo.png
16.14 K
Live Event Logs
Date & Time
Object
User
Event
05/09/2025 3:08 PM
Email Body
Check Point Security
Inspected by Anti-Phishing
Phishing
AI Models overview
Here is what the AI models said about this email
200+ indicators Phishing model analysis
99
Your configured level (High)
Semantic Phishing model analysis
98
200+ indicators SPAM model analysis
1
Your configured level (Medium)
Relationship Strength
This analyzes the strength of the relationship between the parties in this email exchange by analyzing historical email volume between the parties.
User to User
From: kcranfield@whc.org
To: dgamez@compasscharters.org
Low
Med
High
Highest
User to Domain
From: kcranfield@whc.org
To: compasscharters.org
Low
Med
High
Highest
Domain to Domain
From: whc.org
Low
Med
High
Highest

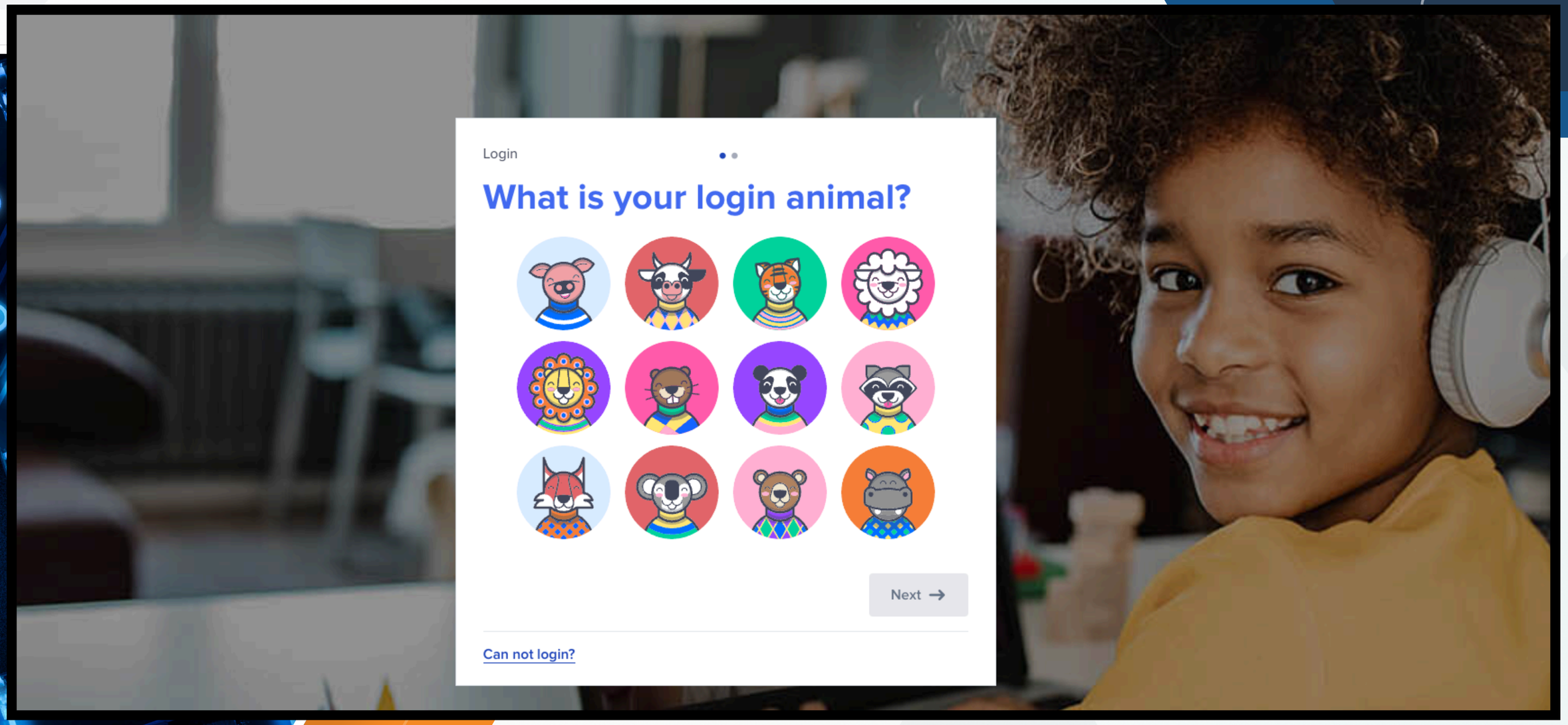
CHECKPOINT


Overview
Events
Mail Explorer
User Interaction
Analytics
Policy
Security Settings
System Settings
Add-ons Store
Text analysis
Sender info
Reputation signals
Brand usage
Attachment properties
Link properties
−1.0
−0.5
0.0
0.5
1.0
Clean
Phishing
Sweet Goldenrod Square
43745
43747
20702
20711
Switch Drive
Link Analysis
Hover over the link to see details
Reset your password → https://email.cloud.securec...
Virus Total
https://protect-us.mimecast.com/s/fMk5C2ko3VIkAj...
Virus Total
https://protect-us.mimecast.com/s/sqziC1wn2RupKR...
Virus Total
All Emails With Sender
kcranfield@whc.org Emails traffic history
Show Emails From (1)
Show Emails To/Cc (0)
Received
To
Subject
05/09/2025 3:08 PM
dgamez@compasscharters.org
Secure Message_83929389

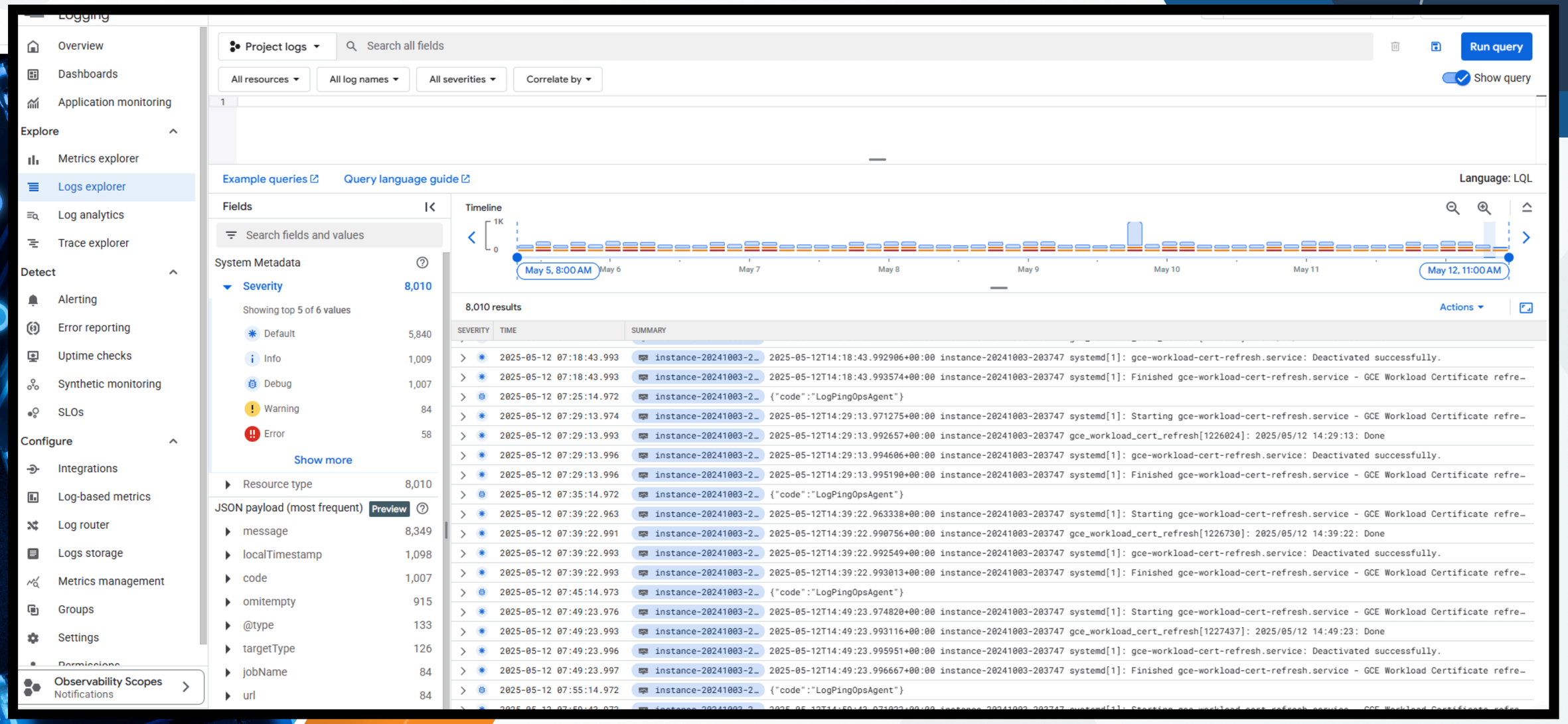
CHECKPOINT


URL Sandbox
Secure preview of the link
Overview
Events
Mail Explorer
User Interact
Analytics
Policy
Security Sett
System Setti
Add-ons Stor
Link text → Reset your password
https://email.cloud.secureclick.net/c/73911?id=1.1.1.55fba4d2f950ff8435b40f770fbd3ce6
secureclick.net was purchased/changed at (2020-05-11) - 1824 days ago
Medium traffic, medium reputation domain

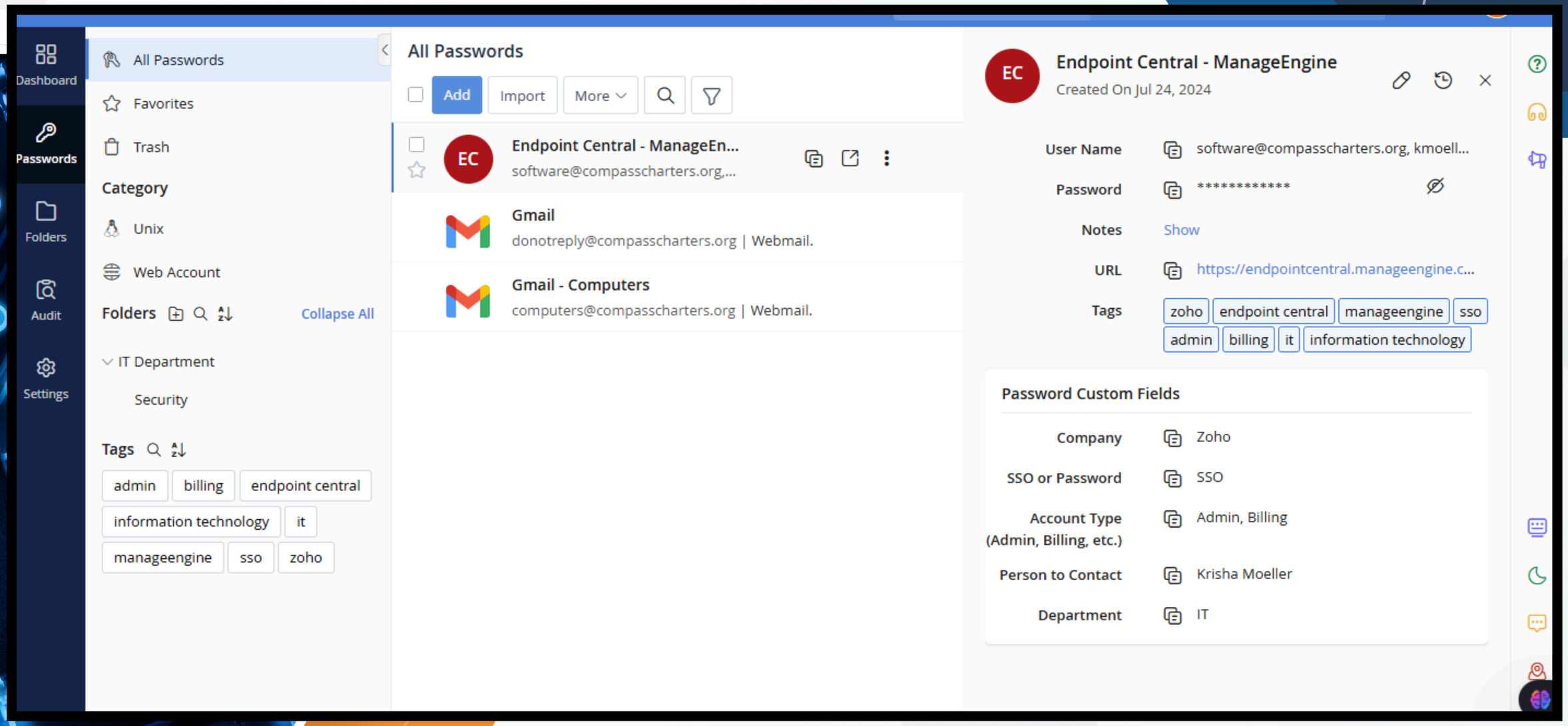
CLEVER MFA



GOOGLE CLOUD DATABASE



ZOHO VAULT


Dashboard
Passwords
Folders
Audit
Settings
All Passwords
Favorites
Trash
Category
Unix
Web Account
Folders
Collapse All
IT Department
Security
Tags
admin
billing
endpoint central
information technology
it
manageengine
sso
zoho
All Passwords
Add
Import
More
EC
Endpoint Central - ManageEn...
software@compasscharters.org,...
Gmail
donotreply@compasscharters.org | Webmail.
Gmail - Computers
computers@compasscharters.org | Webmail.
EC
Endpoint Central - ManageEngine
Created On Jul 24, 2024
User Name
software@compasscharters.org, kmoell...
Password
****
Notes
Show
URL
https://endpointcentral.manageengine.c...
Tags
zoho
endpoint central
manageengine
sso
admin
billing
it
information technology
Password Custom Fields
Company
Zoho
SSO or Password
SSO
Account Type (Admin, Billing, etc.)
Admin, Billing
Person to Contact
Krisha Moeller
Department
IT

CHECKPOINT

SECURITY CHECKUP | EMAIL PROTECTION | **OVERVIEW**

May 04, 2025 - May 11, 2025

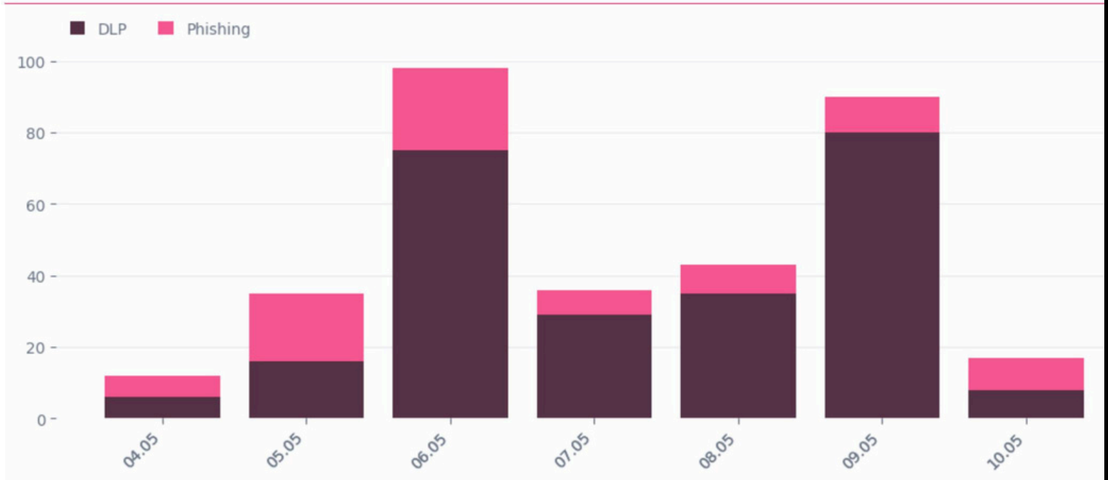
This page provides an overview of the detected email threats and how they were handled by the policy.

Total Security Events **1.8K**

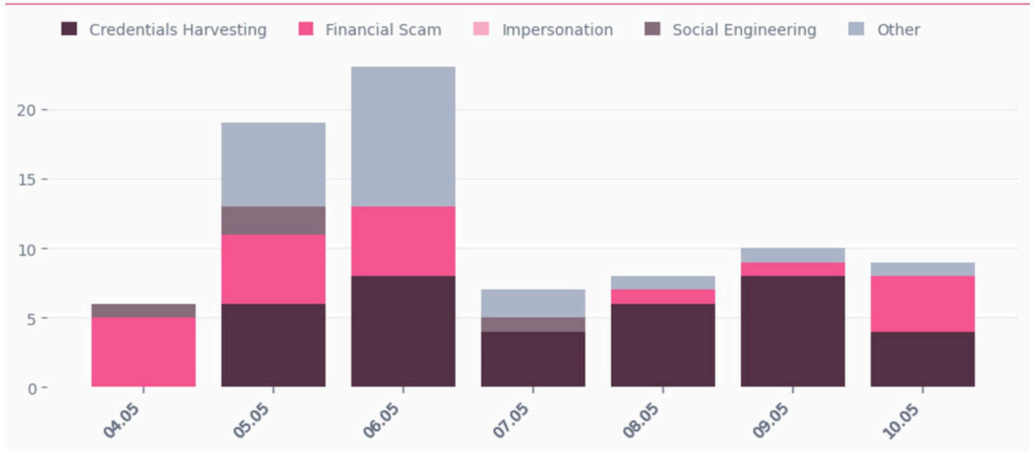
Out of which:

Phishing	DLP	Spam
82	249	1.5K

Events Trend

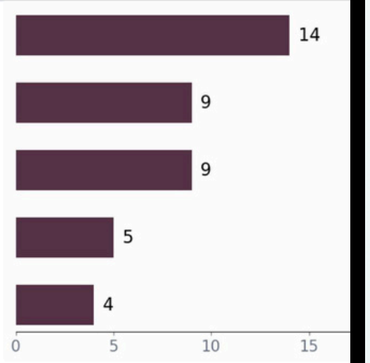


Top Phishing Detection Reasons



Top Attacked Users

User Name	User Email
J.J. Lewis	jlewis@compasscharters.org
CCS Info	info@compasscharters.org
Jacob Aguirre	jacob.aguirre@scholars.compasscharters.o...
John Vargas	jvargas@compasscharters.org
Greg Cohen	gcohen@compasscharters.org



COMMUNICATIONS STORY



8x8 Breach of Contract

CCS experienced a breach of contract with 8x8 in Jan 2024 and IT was given 4 weeks to transfer all VOIP services over to a new provider.



Workplace Shutdown

CCS notified that Workplace by Meta would be shutting down within a year.



No Credential Reminders

The IT team was informed of the need for a credential reminder system to fulfill LCAP goals. Providers (ADP and SP) were looking to charge for a custom addon.

COMMUNICATIONS

Zoom Phone & Plus

VOIP & Meetings

Jan 24

FaxSIPit

eFax Integration

Workvivo

Company Intranet

Feb 24

WV GuideSite

Resource Center

Credential Reminders

LCAP Goal

July 24

Google Classroom

Scholar Communications
(Clubs & SLC)

Dec 24

ParentSquare (Relaunch)

Parent Communications

Feb 25

Website Revamp

School Website

NEXT

Buffer

Social Media Management

COMMUNIUCATIONS STORY



Zoom Phone & Plus

IT successfully transferred over all phone and fax lines from 8x8 to Zoom Phone and FaxSIPit within the 4 week timeline provided. Bundled the move with Zoom Plus to further unlock more features for our team (e.g., Zoom Scheduler, Polls, etc.) at a reduced rate.



Workvivo

Made the move over to Workvivo (also bundled with Zoom Plus) in advance of the closure of Workplace. Relocated the GuideSite



Credential Reminders (No Cost)

In consideration of the 2024-2025 budget and the significance of the demand, Miguel leveraged the Workvivo API & Google Cloud instance to send out credential reminder alerts to academic staff.

**Some scholar Windows devices that had been sent to field prior to the cybersecurity audit will not have an agent installed. This elevates the importance of the Chromebook initiative.

BENEFITS AND IMPACT



- **Zoom Plus: Scheduler, Polls/Surveys, and Tasks/Workflows**

  Zoom Plus has given us access to more features like Zoom Scheduler, Polls/Surveys, Translated Closed Captions, Zoom Clips, and now Tasks and Workflows.

- **Zoom Phone: 5k Calls, 1.5k Texts & 400 Voicemails Monthly**

- **ParentSquare: 165 Posts / 2.3 Posts Per Day with 46% Teachers Posting Since “Relaunch”**

- **Credential Notifications at No Cost (LCAP)**

  Now that data is stored in Google Cloud Database, we are better guarded against data loss and also have a credential notification system at no cost to us (courtesy of Miguel’s efforts).

- **Workvivo: 1.3K Posts, 147K Impressions, 127 Badges, 1.4K Recipients, and 49 Spaces...**

WORKVIVO

Total Posts

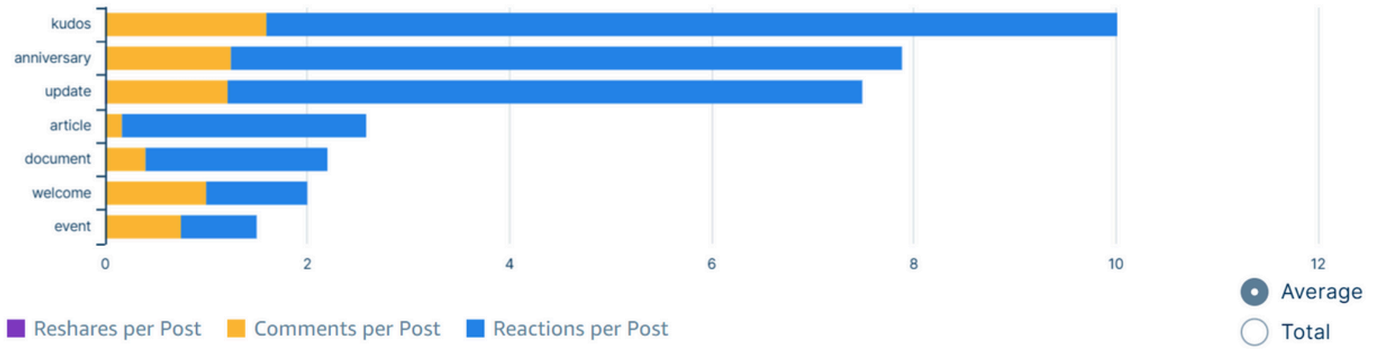
1,315

73
May 4, 2025

Apr 27, 2025 13 ▲ 461.54%

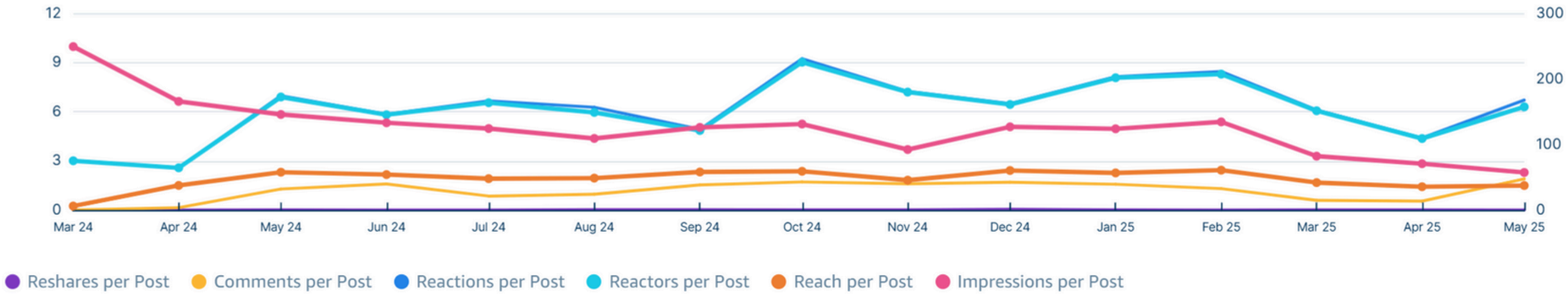


Average Reshares, Comments, Reactions per Post by Type for posts created between 2024-03-01 and 2025-05-12



Reshares	Comments	Total Reactions	Unique Reactions	Impressions
17	1,627	8,613	8,441	147,089

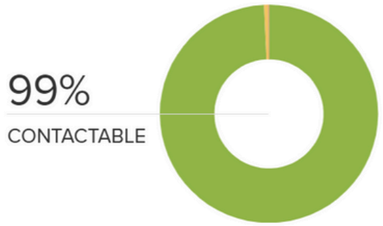
Average Engagement per Post over Time where post created between 2024-03-01 and 2025-05-12



PARENTSQUARE

OVERALL SNAPSHOT

2,595	211	2,504	8
STUDENTS →	STAFF & TEACHERS →	PARENTS →	GUESTS →

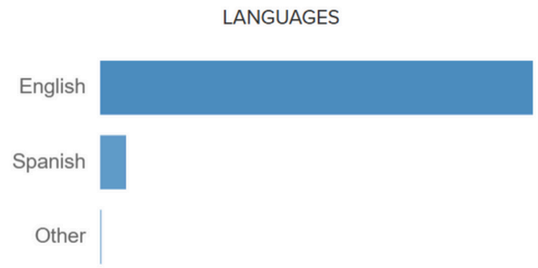


2,595 STUDENTS' FAMILIES →

CONTACTABLE **2,576** →
At least one student contact is contactable

NON-CONTACTABLE **17** →
No student contact is contactable

NO CONTACT INFO **2** →
There are no student contacts listed

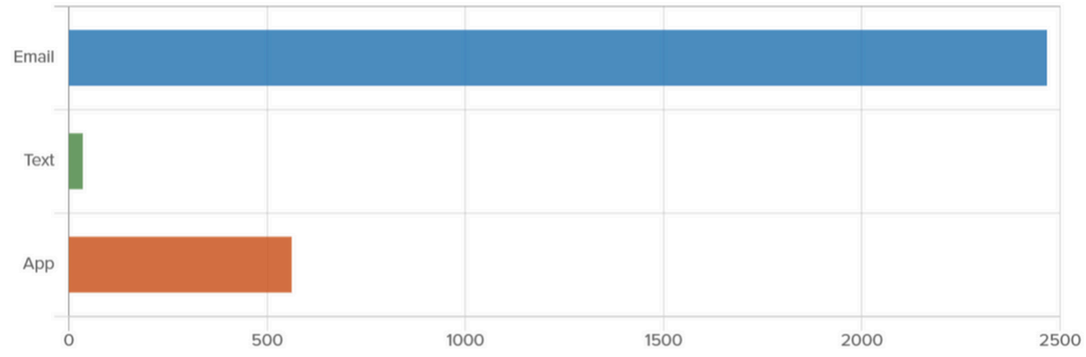


Great! 99% of your students' families are contactable. You need to **fix only 25 family records to get to 100%.**

PARENTSQUARE

REACH & DELIVERABILITY

REACH METHODS



EMAIL

2,504 (100%) Parents with emails

2,467 (99%) Opted to receive emails

2,467 (99%) Receiving emails

0 (0%) Failed emails

TEXT

2,471 (99%) Parents with phones

35 (1%) Opted to receive texts

35 (1%) Receiving texts

0 (0%) Failed texts

APP

764 (31%) Parents with app

562 (22%) Receiving notifications

** all percentages are out of the total 2,505 parents in the School*

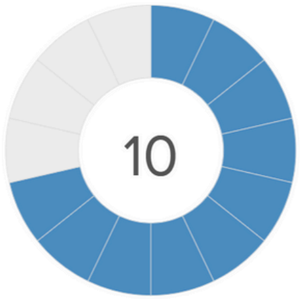
31% have downloaded the app

In your next newsletter make sure to highlight the benefits of downloading the app to increase engagement with parents. Here are some **posters** you can print and put up.

PARENTSQUARE

FEATURES USAGE

FEATURES USED



OUT OF 14

0	Auto Notices	215	Calendar Events | **17** RSVP Requested
566	Direct Messages | **141** Threads	8	Files Shared | **3** Posts
3	Forms / Permission Slips	4	Items Requested | **1** Posts
0	Payment Items | **0** Posts	379	Photos / Videos Shared | **46** Albums
2	Polls	748	Posts
0	Posts Shared on Social	0	Secure Documents
5	Smart Alerts		

** all values are totaled starting from June 28, 2024*

You can get more use out of ParentSquare

Let ParentSquare work hard for you and make your life easier, building a tighter community that loves you and your school. Click to read more about **Social and Web Share**, **Payments**, **Secure Documents**, and **Auto Notices**.

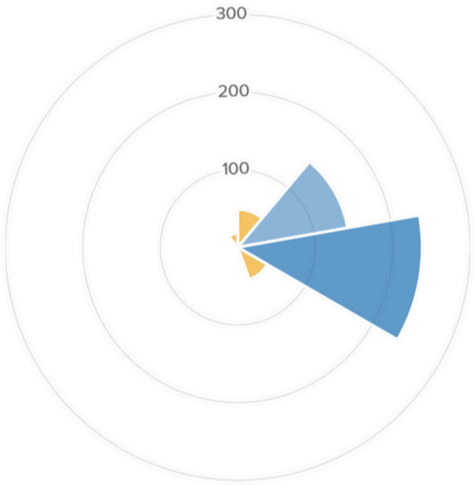
PARENTSQUARE

INTERACTION

380

OUT OF 2,505

PARENTS INTERACTED



COMMENTS
49 Commented

APPRECIATIONS
144 Appreciated

RSVPS
238 RSVP'd

VOLUNTEERS
44 Volunteered

DIRECT MESSAGES
18 Sent Direct Messages

ITEMS
0 Signed Up

FORMS / PERMISSIONS
0 Completed

PAYMENTS
0 Paid

POLLS
1 Voted

** all values are totaled starting from June 28, 2024*

Wow! That's impressive parent interaction

Typically there are 2 contacts per student. 15% parent interaction could mean that 30% of families are interacting!

PARENTSQUARE

Feb 01, 2025 - May 12, 2025

Posts

Teachers | All Users



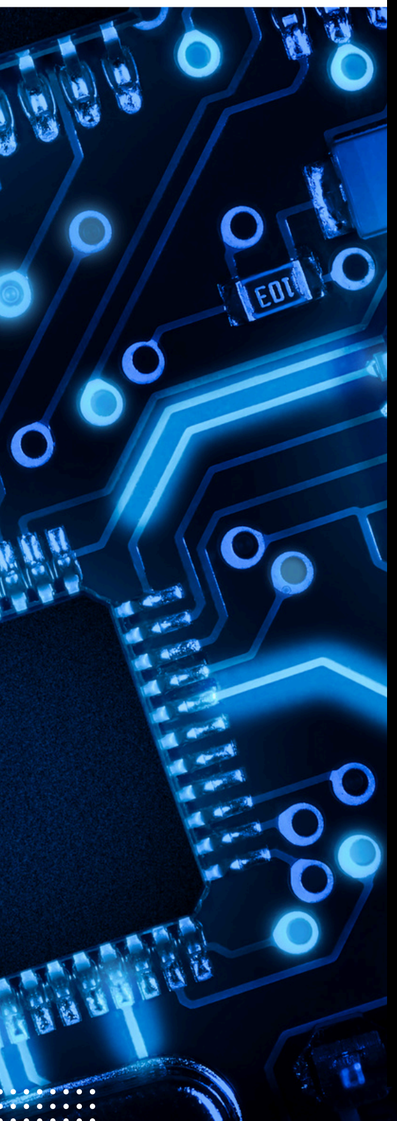
TOTAL POSTS	USERS POSTING	AVG. POSTS PER WEEK DAY
165	46.79% | 51 / 109	2.32

Displaying 61 teachers at Compass Charter Schools

EXPORT CSV

Authors	Posts	Direct Messages	Total
Wendy Sottile	39	1	40
Tiffany Somerville	27	0	27
Lisa Olsen	16	2	18
Shalimar Slobojan	12	0	12
Erin Gertsen	11	1	12
Linda Larson	7	0	7
Danielle Kiefner	4	0	4
Stephanie Lee	2	1	3

BUFFER*



You can add up to **46 more team members** on your current plan.

Enter your new team member's name

Spencer

Enter your new team member's email address

spencer+team@buffer.com

Admin Access - No

Let's assign a social account to your new team member

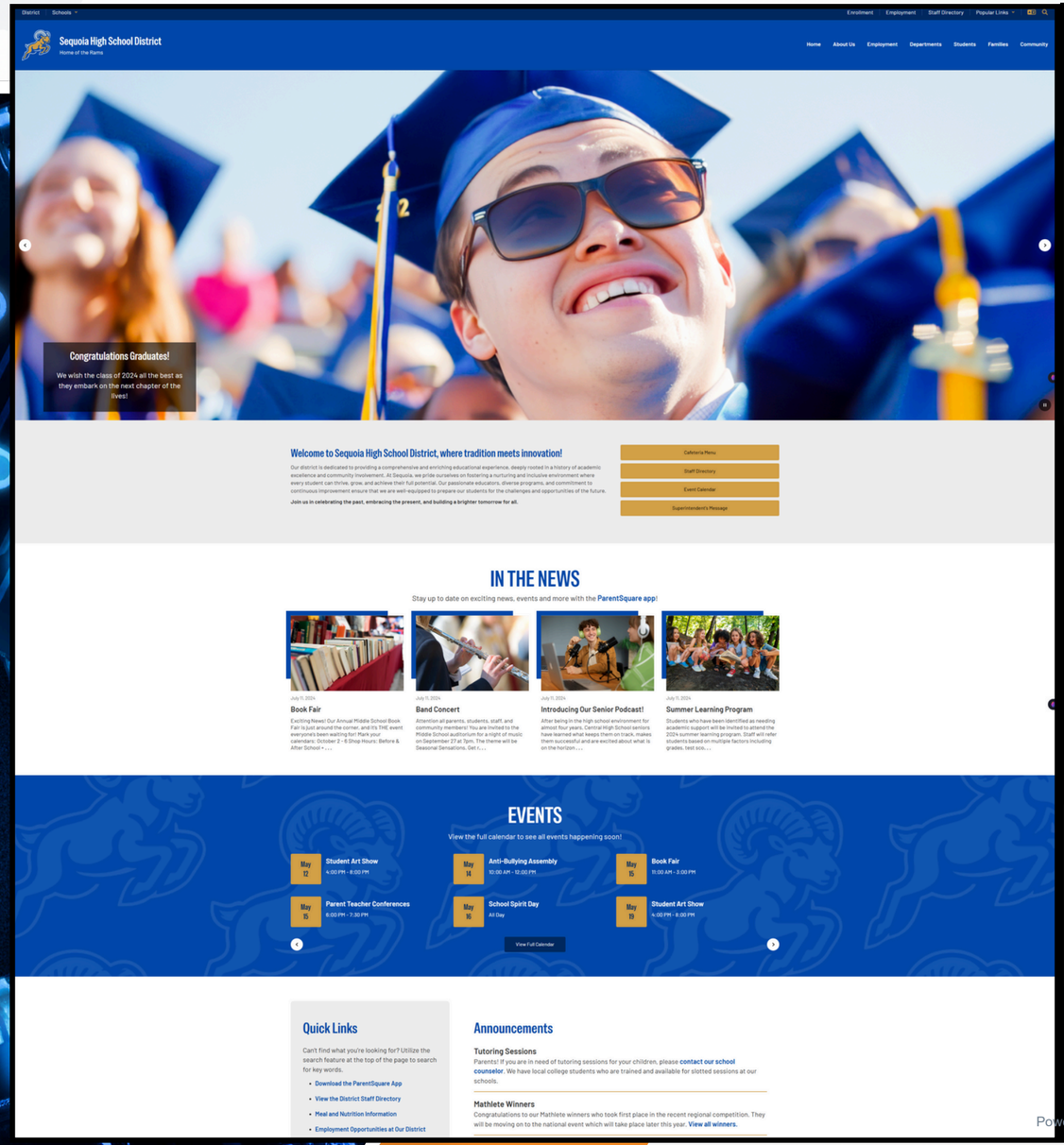
buffer

Set access level

Your search for "buffer" has returned 6 results:

- buffer
- Buffer
- Buffer
- bufferapp

PS SMART SITES*





ASSETS & LOGISTICS STORY

Messy Asset Records

Asset records had been tracked using a series of spreadsheets going back to 2019. However, these records were not kept up-to-date or consistent in their structure.

Inconsistent Field Devices

CCS previously had most families use their own devices or purchase any device of their choice. CCS only gave devices to Online scholars (1/5 families). This resulted in regular compatibility and tech support issues, especially during testing season.

Poor Device Return Rate

The IT Team has struggled in the past with getting families to return their devices after they leave Compass. Marco would email families after they unenrolled, but many would “ghost” the IT team and not respond.

ASSET TRACKING & LOGISTICS

Endpoint Central

Geolocation Tracking

April 24

Chromebook Pilot

Device Fleet (1:1)

June 24

SDP Assets

Asset Management

July 24

USPS

Asset Shipping

March 25

Return Pipeline

Communications/Outreach

April 25

PS Forms

User Agreement Workflow

NEXT

User End Logistics

User End Shipment Tracking (Shippo?)

ASSETS & LOGISTICS STORY



SDP Asset Tracker

It took some time, but the IT Team managed to consolidate and identify all asset records going back to 2019. These were loaded to the SDP Assets system. EdTech101 was invited to the system, and a new logistical pipeline was created to ensure better tracking moving forward.



Chromebook Pilot

Compass kickstarted a Chromebook Pilot in 2024-2025. We have since sent 1,100 Chromebooks to field. This has already reduced tech support tickets during testing season by nearly 25%. The Chromebooks have also improved “guard railing” desired user behavior.



Return Pipeline Restructured

The IT Team has restructured our return pipeline to reduce device “lossage.” This has included leveraging targeted ParentSquare Alerts, branding CCS devices, restricting device logins, and moving from FedEx to USPS to streamline the return process.

BENEFITS AND IMPACT



- **1,100 Total Chromebooks Secured for Field**

  This is the cumulative number of all Chromebooks that have been secured for the field (in both this school year and prior).

- **1,823 Assets Tracked for Active Scholars/Staff**
  - **954 Chromebooks**
  - **269 iPads**
  - **765 Windows Devices**

  This is the total number of assets that are now tracked for active users in SDP based on prior records.*

- **25% Reduction in Tech Support Tickets *(Testing Season)***

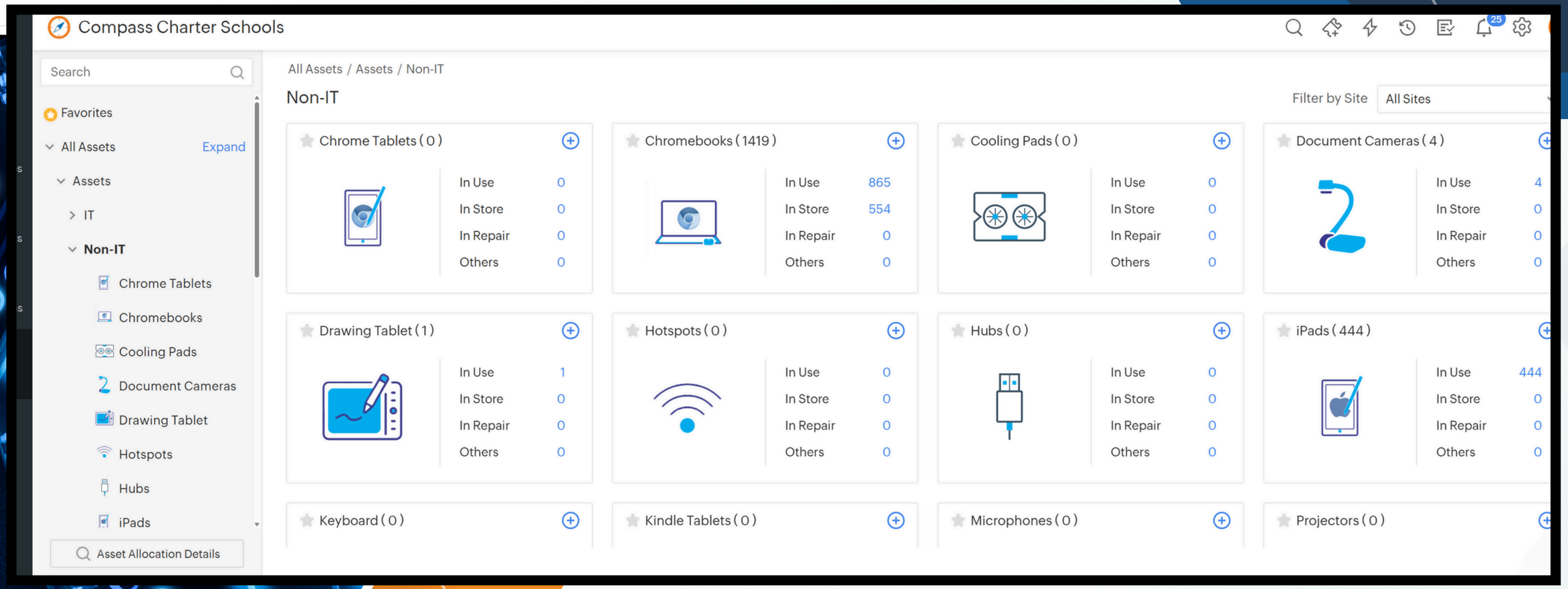
  This is an estimated number, since our prior helpdesk system did not store analytics from past years.

- **100% Device Agreement Enforcement**

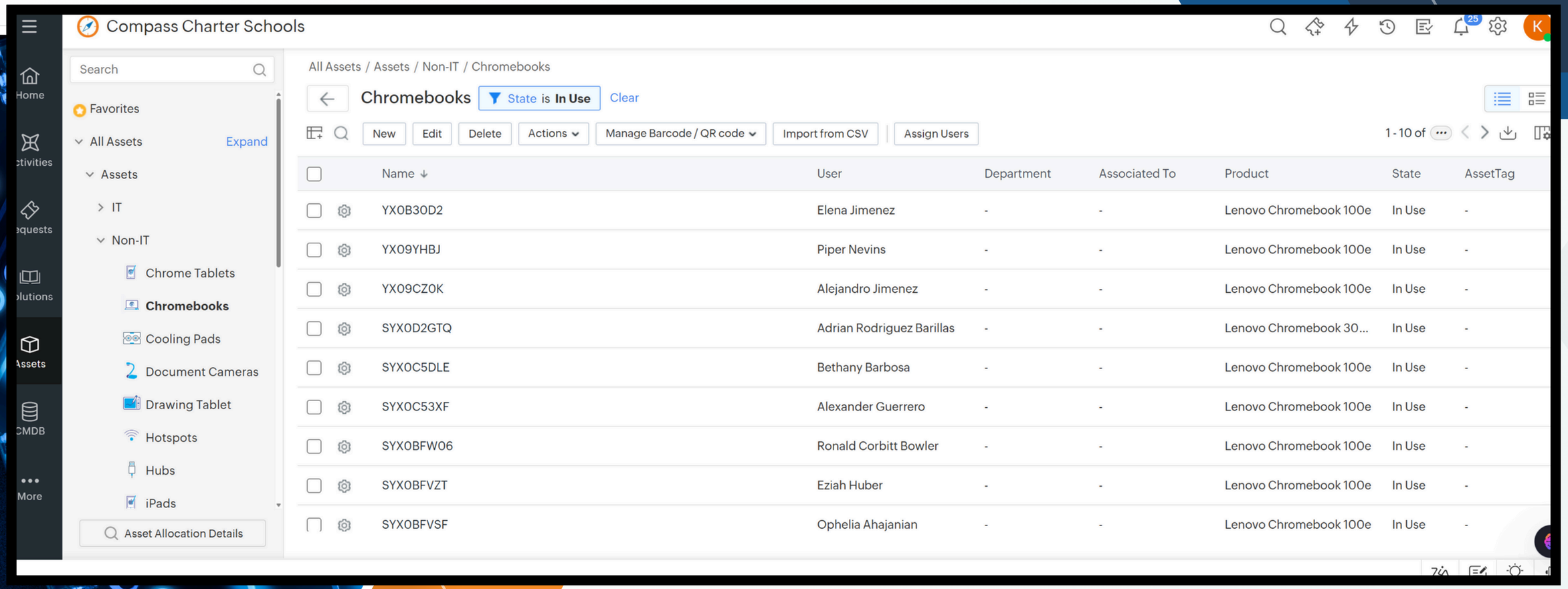
  We have 100% compliance with device agreement enforcement, but the process has been described as a bit cumbersome...

**Note that these numbers may not be completely accurate, since they are dependent upon the accuracy of the records that had been stored in various spreadsheets since 2019. However, over time, this number will become more dependable.

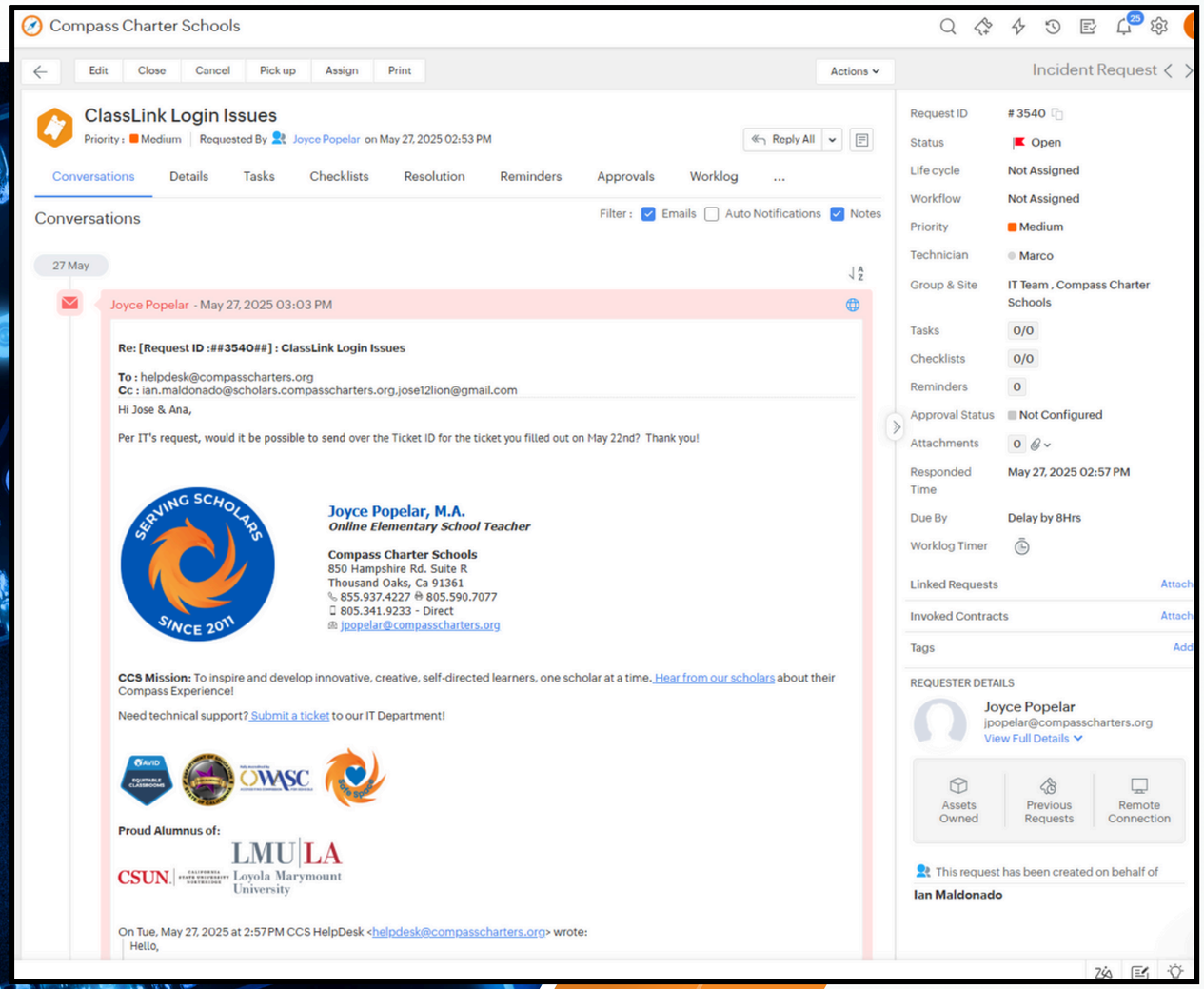
SDP ASSETS

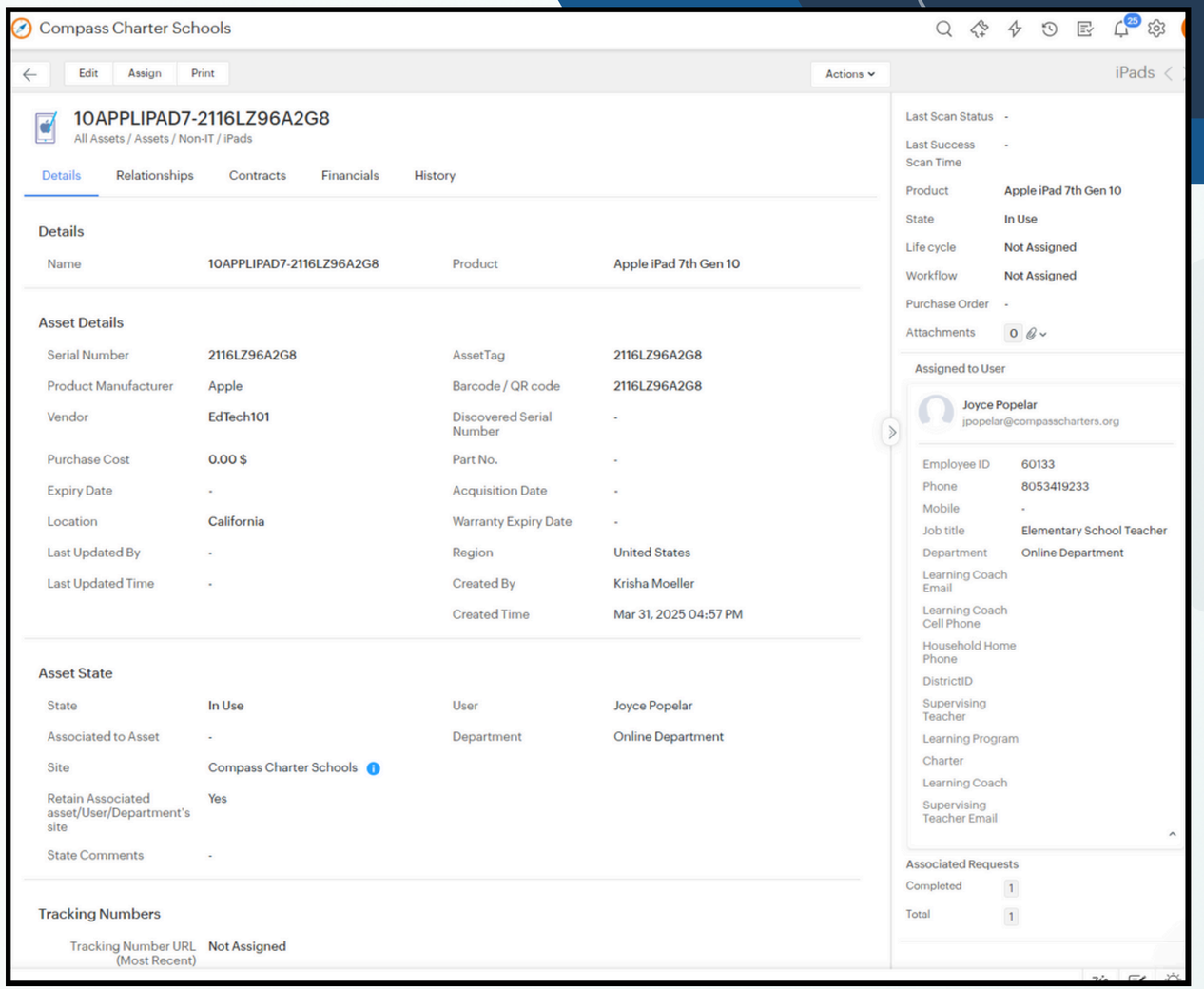

Compass Charter Schools
Search
Favorites
All Assets
Expand
Assets
IT
Non-IT
Chrome Tablets
Chromebooks
Cooling Pads
Document Cameras
Drawing Tablet
Hotspots
Hubs
iPads
Asset Allocation Details
All Assets / Assets / Non-IT
Non-IT
Filter by Site
All Sites
Chrome Tablets (0)
In Use 0
In Store 0
In Repair 0
Others 0
Chromebooks (1419)
In Use 865
In Store 554
In Repair 0
Others 0
Cooling Pads (0)
In Use 0
In Store 0
In Repair 0
Others 0
Document Cameras (4)
In Use 4
In Store 0
In Repair 0
Others 0
Drawing Tablet (1)
In Use 1
In Store 0
In Repair 0
Others 0
Hotspots (0)
In Use 0
In Store 0
In Repair 0
Others 0
Hubs (0)
In Use 0
In Store 0
In Repair 0
Others 0
iPads (444)
In Use 444
In Store 0
In Repair 0
Others 0
Keyboard (0)
Kindle Tablets (0)
Microphones (0)
Projectors (0)

SDP ASSETS

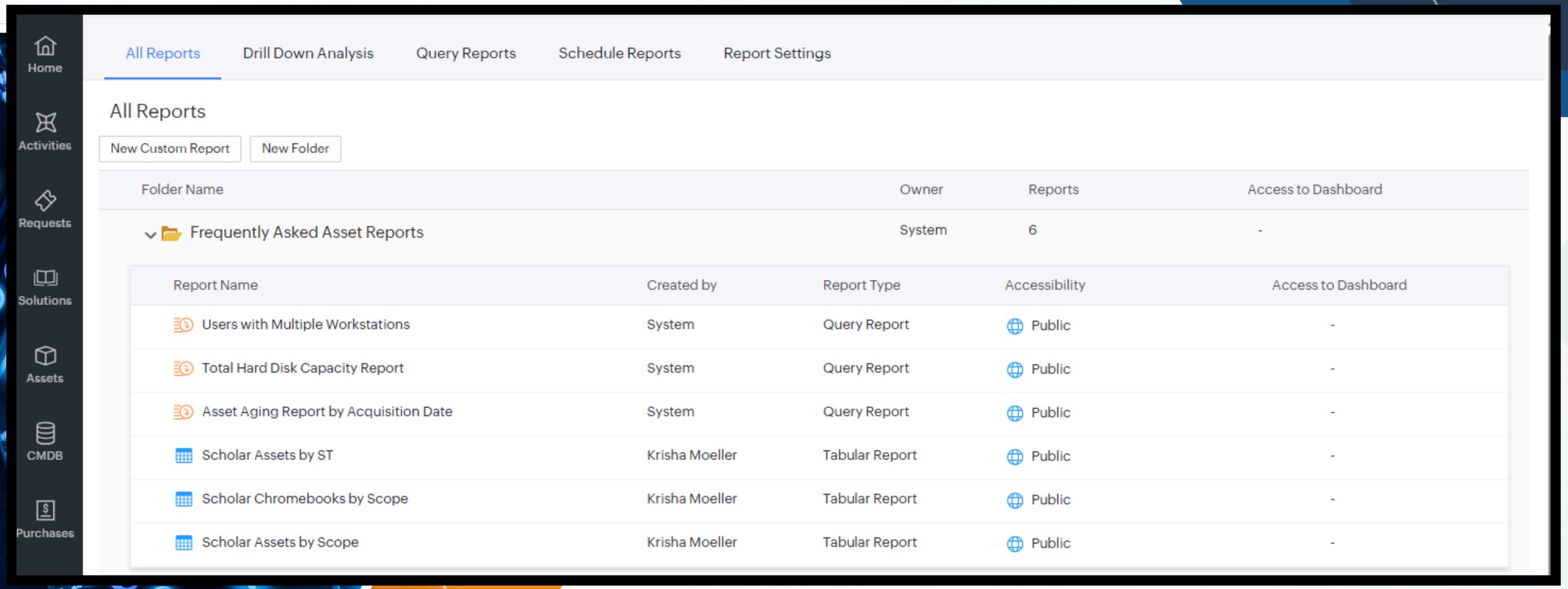

Compass Charter Schools
Search
Favorites
All Assets
Expand
Assets
IT
Non-IT
Chrome Tablets
Chromebooks
Cooling Pads
Document Cameras
Drawing Tablet
Hotspots
Hubs
iPads
Asset Allocation Details
Home
Assets
CMDB
More
All Assets / Assets / Non-IT / Chromebooks
Chromebooks
State is In Use
Clear
New
Edit
Delete
Actions
Manage Barcode / QR code
Import from CSV
Assign Users
1 - 10 of
Name
User
Department
Associated To
Product
State
AssetTag
YX0B30D2 Elena Jimenez - - Lenovo Chromebook 100e In Use -
YX09YHBJ Piper Nevins - - Lenovo Chromebook 100e In Use -
YX09CZ0K Alejandro Jimenez - - Lenovo Chromebook 100e In Use -
SYX0D2GTQ Adrian Rodriguez Barillas - - Lenovo Chromebook 30... In Use -
SYX0C5DLE Bethany Barbosa - - Lenovo Chromebook 100e In Use -
SYX0C53XF Alexander Guerrero - - Lenovo Chromebook 100e In Use -
SYX0BFW06 Ronald Corbitt Bowler - - Lenovo Chromebook 100e In Use -
SYX0BFVZT Eziah Huber - - Lenovo Chromebook 100e In Use -
SYX0BFVSF Ophelia Ahajanian - - Lenovo Chromebook 100e In Use -

SDP ASSETS


Compass Charter Schools
Edit
Close
Cancel
Pick up
Assign
Print
Actions
Incident Request
ClassLink Login Issues
Priority : Medium | Requested By Joyce Popelar on May 27, 2025 02:53 PM
Reply All
Conversations
Details
Tasks
Checklists
Resolution
Reminders
Approvals
Worklog
Conversations
Filter : Emails Auto Notifications Notes
27 May
Joyce Popelar - May 27, 2025 03:03 PM
Re: [Request ID :##3540##] : ClassLink Login Issues
To : helpdesk@compasscharters.org
Cc : ian.maldonado@scholars.compasscharters.org,jose12lion@gmail.com
Hi Jose & Ana,
Per IT's request, would it be possible to send over the Ticket ID for the ticket you filled out on May 22nd? Thank you!
SERVING SCHOLARS SINCE 2011
Joyce Popelar, M.A.
Online Elementary School Teacher
Compass Charter Schools
850 Hampshire Rd. Suite R
Thousand Oaks, Ca 91361
855.937.4227 805.590.7077
805.341.9233 - Direct
jpopelar@compasscharters.org
CCS Mission: To inspire and develop innovative, creative, self-directed learners, one scholar at a time. Hear from our scholars about their Compass Experience!
Need technical support? Submit a ticket to our IT Department!
Proud Alumnus of:
CSUN
LMU LA
Loyola Marymount University
On Tue, May 27, 2025 at 2:57PM CCS HelpDesk <helpdesk@compasscharters.org> wrote:
Hello,
Request ID # 3540
Status Open
Life cycle Not Assigned
Workflow Not Assigned
Priority Medium
Technician Marco
Group & Site IT Team , Compass Charter Schools
Tasks 0/0
Checklists 0/0
Reminders 0
Approval Status Not Configured
Attachments 0
Responded Time May 27, 2025 02:57 PM
Due By Delay by 8Hrs
Worklog Timer
Linked Requests
Invoked Contracts
Tags
REQUESTER DETAILS
Joyce Popelar
jpopelar@compasscharters.org
View Full Details
Assets Owned
Previous Requests
Remote Connection
This request has been created on behalf of
Ian Maldonado


Compass Charter Schools
Edit
Assign
Print
Actions
iPads
10APPLIPAD7-2116LZ96A2G8
All Assets / Assets / Non-IT / iPads
Details
Relationships
Contracts
Financials
History
Details
Name 10APPLIPAD7-2116LZ96A2G8
Product Apple iPad 7th Gen 10
Asset Details
Serial Number 2116LZ96A2G8
AssetTag 2116LZ96A2G8
Product Manufacturer Apple
Barcode / QR code 2116LZ96A2G8
Vendor EdTech101
Discovered Serial Number -
Purchase Cost 0.00 $
Part No. -
Expiry Date -
Acquisition Date -
Location California
Warranty Expiry Date -
Last Updated By -
Region United States
Last Updated Time -
Created By Krisha Moeller
Created Time Mar 31, 2025 04:57 PM
Asset State
State In Use
User Joyce Popelar
Associated to Asset -
Department Online Department
Site Compass Charter Schools
Retain Associated asset/User/Department's site Yes
State Comments -
Tracking Numbers
Tracking Number URL (Most Recent) Not Assigned
Last Scan Status -
Last Success Scan Time -
Product Apple iPad 7th Gen 10
State In Use
Life cycle Not Assigned
Workflow Not Assigned
Purchase Order -
Attachments 0
Assigned to User
Joyce Popelar
jpopelar@compasscharters.org
Employee ID 60133
Phone 8053419233
Mobile -
Job title Elementary School Teacher
Department Online Department
Learning Coach Email
Learning Coach Cell Phone
Household Home Phone
DistrictID
Supervising Teacher
Learning Program
Charter
Learning Coach
Supervising Teacher Email
Associated Requests
Completed 1
Total 1

SDP ASSETS


Home
Activities
Requests
Solutions
Assets
CMDB
Purchases
All Reports
Drill Down Analysis
Query Reports
Schedule Reports
Report Settings
All Reports
New Custom Report
New Folder
Folder Name
Owner
Reports
Access to Dashboard
Frequently Asked Asset Reports
System
6
-
Report Name
Created by
Report Type
Accessibility
Access to Dashboard
Users with Multiple Workstations
System
Query Report
Public
-
Total Hard Disk Capacity Report
System
Query Report
Public
-
Asset Aging Report by Acquisition Date
System
Query Report
Public
-
Scholar Assets by ST
Krisha Moeller
Tabular Report
Public
-
Scholar Chromebooks by Scope
Krisha Moeller
Tabular Report
Public
-
Scholar Assets by Scope
Krisha Moeller
Tabular Report
Public
-

SYSTEMS & TOOLS STORY



Rostering Struggles in Classlink

Classlink served us fine over the years, but we discovered that Clever's SSO system had more advanced rostering opportunities and was offered at no cost...



Poor Ticket Tracking

The IT Team had received a request to secure analytics on our helpdesk tickets, and also to improve the user interface so users could check on their ticket status. Unfortunately, Zoho Desk did not have these services, and only offered a form-based ticketing system.



No IAM/AD System

All devices for staff had been imaged with the same local user account and password. While endpoint management has improved via Endpoint Central, this has made it difficult to identify the persons using specific devices. A lack of an IAM system also makes onboarding/offboarding users a tedious process.

SYSTEM ADMINISTRATION

Clever SSO & Rostering

Loading SSO Apps

ParentSquare*

Rostering (Prepped)

IXL*

Rostering (Prepped)

Identity Management

IAM/Active Directory

Project Management

Task Management System

Jan 25 | **Feb 25 - April 25** | **May 25** | **NEXT**

Renaissance

Rostering (Done)

Lexia*

Rostering (Prepped)

Amazon Business

Supporting Punch Out for Ordering

Zoom Bridge

Attendance Tracking *(In Testing)*

**These apps have been prepared to launch this Summer.*

*** The School Pathways API has also recently been released to us to further improve our system connectivity.*

TOOLS & TECH SUPPORT

SysTools

PRA Software

Feb 24

Tech Training

Workvivo Badges

Digital Business Cards

via ID123

April 24

ServiceDesk Plus

Help Desk

July 24

Scholar ID Cards

System Build Out

Feb 25

FigJam

Whiteboard Tool

Google Edu Plus

Advanced EdTech Tools

April 25

Office/OCLC Networks

Internet Access

NEXT

SYSTEM & TOOLS STORY

Clever SSO & Rostering

CCS has moved from Classlink's SSO to Clever's SSO platform. Not only is the system free, but it has more advanced rostering options, which make it easier to roster/ group users in systems like ParentSquare, IXL, Lexia, and more.

ServiceDesk Plus

SDP offers users numerous ways to submit a ticket, including forms, emails, and a portal. It includes an FAQ builder and analytics, as requested. It also allows users to track their tickets, to direct tickets to different departments (e.g., HR, Payroll, etc.), and includes an expansive asset tracking system that can tie assets to tickets.

Google Plus & Entra ID*

Among many features, Edu Plus allows us to safely archive exited scholar/staff accounts instead of deactivating them. We will also be rolling out an IAM (identity management) system like Entra this month. This will help us automate some of our account provisioning/ archiving for onboarding/ offboarding, and will also help us identify staff using devices.

BENEFITS AND IMPACT



Moving Towards Single Password (SSO)

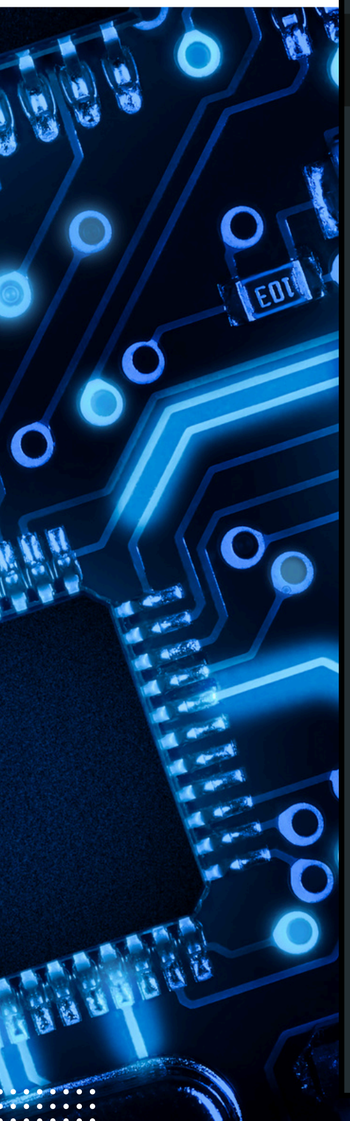
The Compass IT Team is moving our organization towards scholars (and staff) soon being able to login to their accounts using one sign-on process with one password.

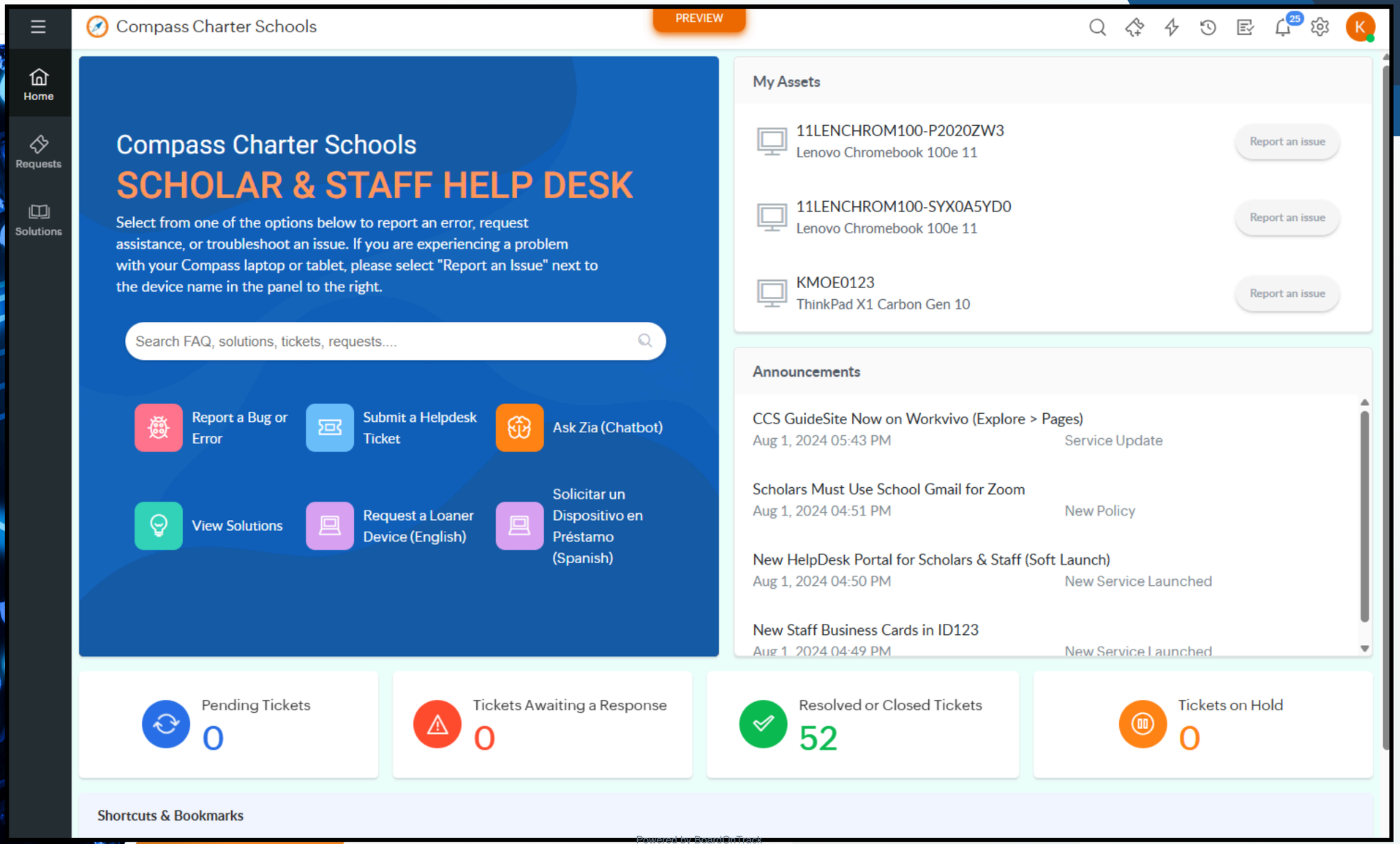
Seamless Onboarding & Offboarding of Users

Once we have secured an identity management system, our organization will be closer to our goal of seamless onboarding and offboarding of user accounts in all systems, leading to “tighter” account management.

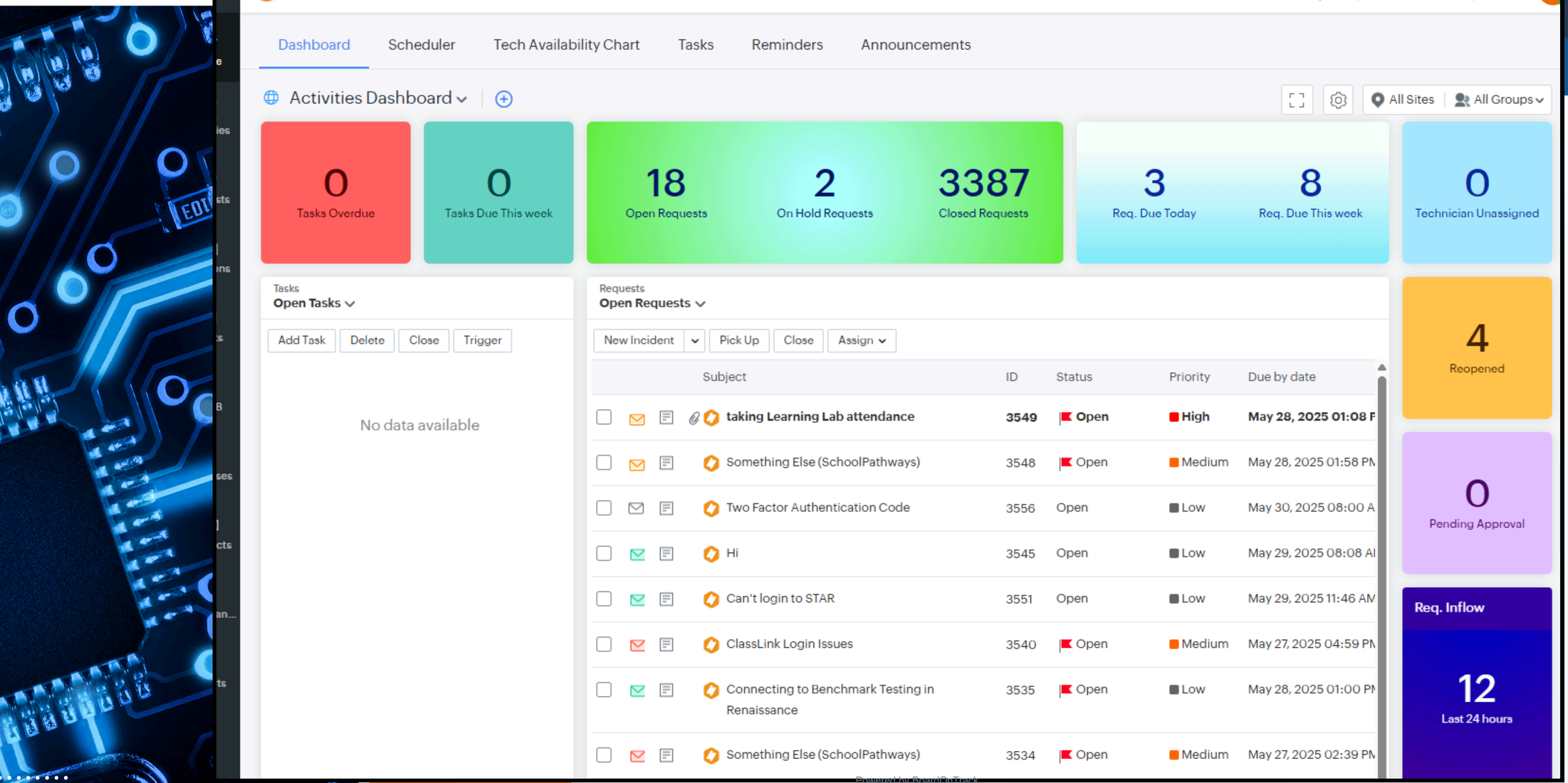
- **Produced 223 Staff ID Badges, 223 Digital Business Cards (ID123), and 502 Scholar ID Badges**
- **Solved over 3375 helpdesk tickets since launch: Receive about 20/Day, 100/Week and 400/Month**
- **Clever SSO: 950 *Active* Scholars and 89 *Active* Staff Using 237 Ed Apps (*17 from CCS, 4 from STs, and 216 added by scholars*)**

SERVICE DESK PLUS





SERVICE DESK PLUS



SERVICE DESK PLUS



Requests
Solutions
Assets
CMDB
Purchases
Contracts
Maintenan...
Reports

Conversations | Details | Tasks | Checklists | Resolution | Reminders | Approvals | Worklog | ...

Conversations

Filter : Emails Auto Notifications Notes

27 May

Joyce Popelar - May 27, 2025 03:03 PM

Re: [Request ID :##3540##] : ClassLink Login Issues

To : helpdesk@compasscharters.org
Cc : ian.maldonado@scholars.compasscharters.org,jose12lion@gmail.com

Hi Jose & Ana,

Per IT's request, would it be possible to send over the Ticket ID for the ticket you filled out on May 22nd? Thank you!

SERVING SCHOLARS SINCE 2011

Joyce Popelar, M.A.
Online Elementary School Teacher

Compass Charter Schools
850 Hampshire Rd. Suite R
Thousand Oaks, Ca 91361
855.937.4227 805.590.7077
805.341.9233 - Direct
jpopelar@compasscharters.org

CCS Mission: To inspire and develop innovative, creative, self-directed learners, one scholar at a time. Hear from our scholars about their Compass Experience!

Need technical support? Submit a ticket to our IT Department!

Proud Alumnus of:

CSUN California State University Northridge | LMU LA Loyola Marymount University

Life cycle	Not Assigned
Workflow	Not Assigned
Priority	Medium
Technician	Marco
Group & Site	IT Team , Compass Charter Schools
Tasks	0/0
Checklists	0/0
Reminders	0
Approval Status	Not Configured
Attachments	0
Responded Time	May 27, 2025 02:57 PM
Due By	Delay by 8Hrs
Worklog Timer	
Linked Requests	Attach
Invoked Contracts	Attach
Tags	Add

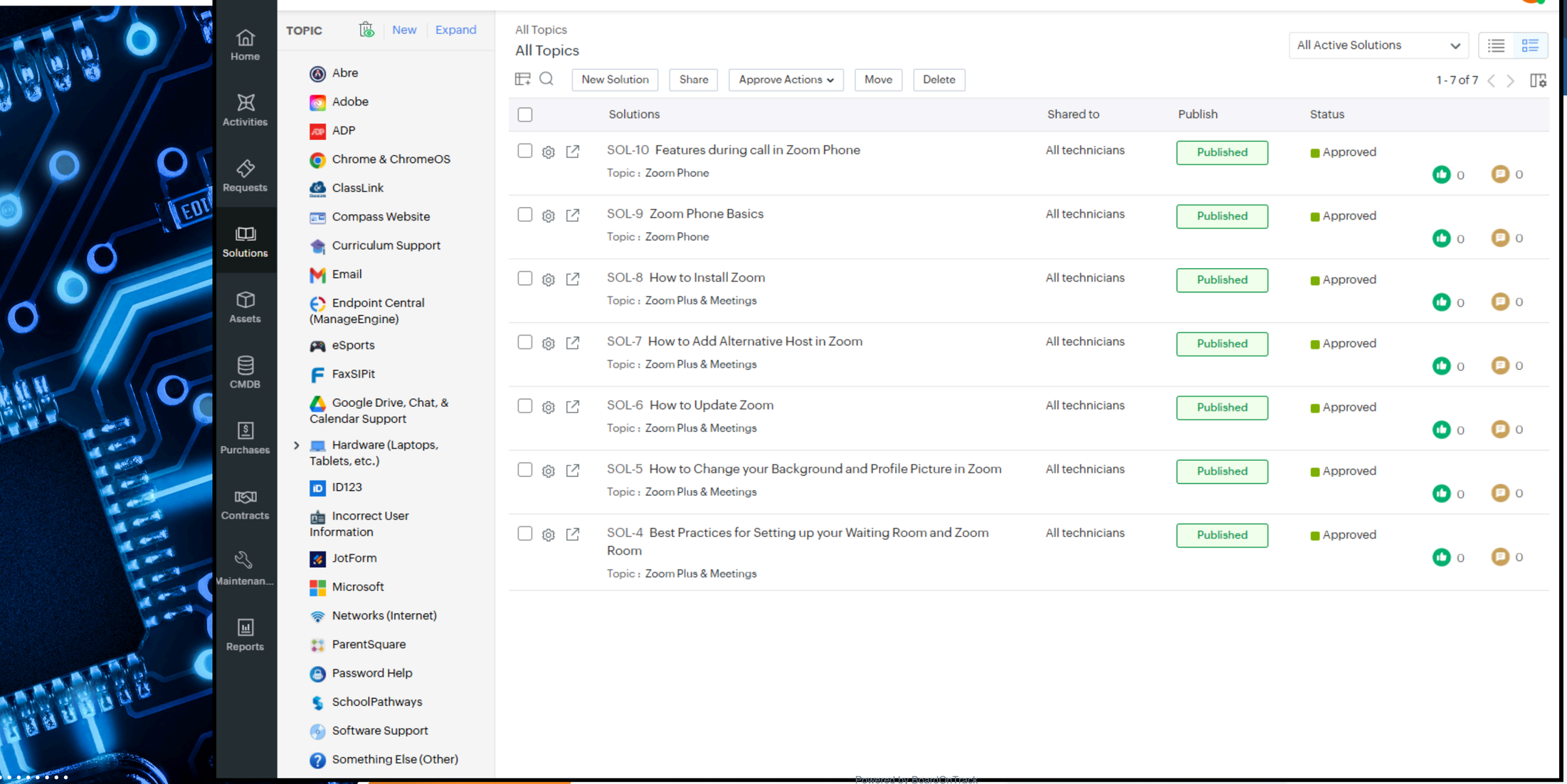
REQUESTER DETAILS

Joyce Popelar
jpopelar@compasscharters.org
View Full Details

Assets Owned | Previous Requests | Remote Connection

This request has been created on behalf of
Ian Maldonado

SERVICE DESK PLUS



SERVICE DESK PLUS



Compass Charter Schools

Home
Activities
Requests
Solutions
Assets
CMDB
Purchases
Contracts
Maintenan...
Reports

All Contracts

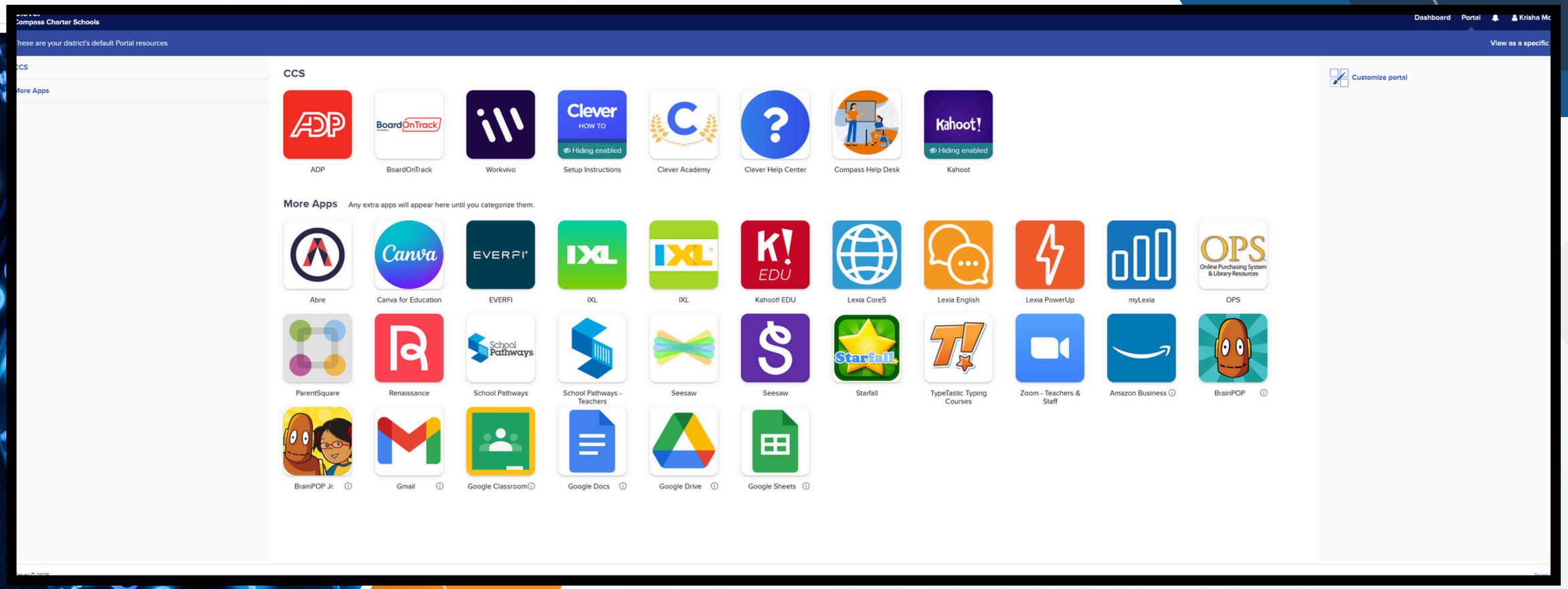
New Contract | Delete

1 - 30 of 30

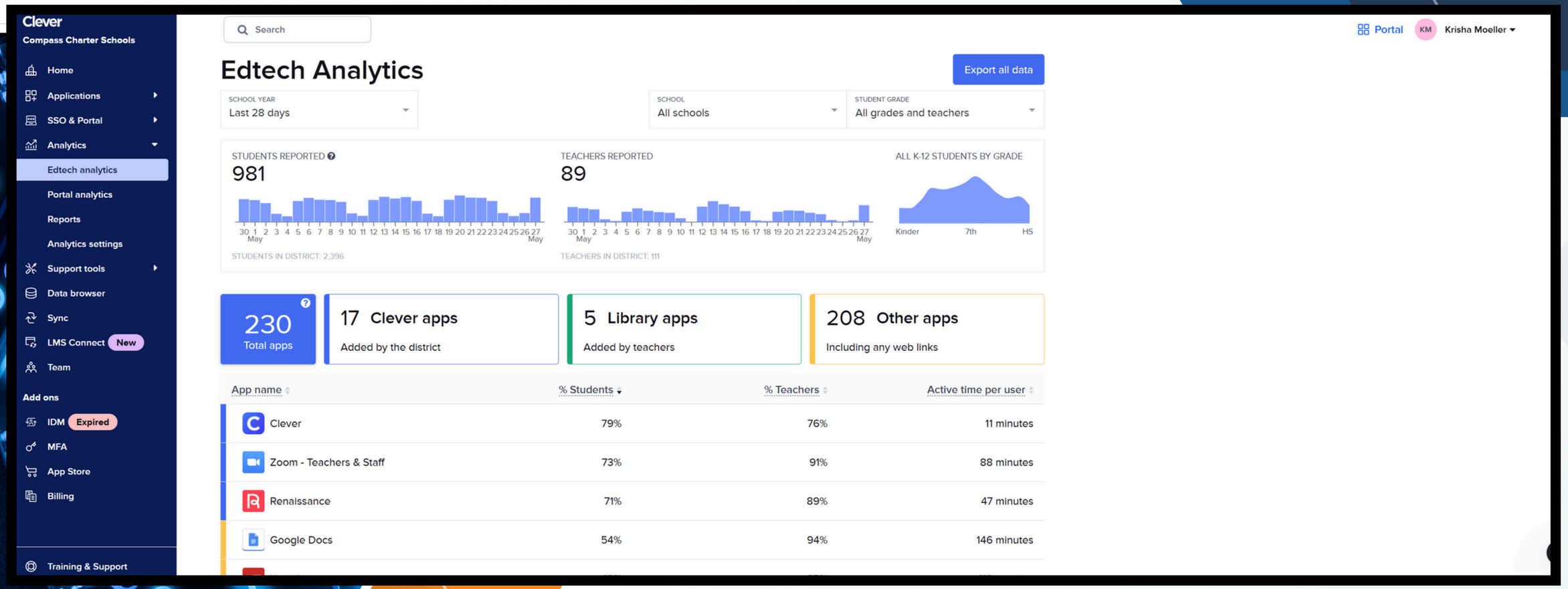
Contract ID	Name	Active From	Active Till	Status	Contract Vendor
CON-19	Adobe	Jul 17, 2024	Jul 17, 2024	Expired	EdTech101
CON-10	GoGuardian (Liminex) / Peardeck	Jul 31, 2024	Jul 31, 2024	Expired	EdTech101
CON-7	ID123	Oct 3, 2023	Oct 2, 2024	Expired	EdTech101
CON-36	FedEx	Sep 6, 2024	Sep 6, 2024	Expired	EdTech101
CON-33	ParentSquare	Jul 31, 2024	Jul 31, 2024	Expired	EdTech101
CON-30	ToogleBox	Sep 6, 2024	Nov 16, 2024	Expired	EdTech101
CON-27	Bit Defender	Sep 6, 2024	Sep 6, 2024	Expired	EdTech101
CON-24	InMotion Hosting	Sep 6, 2024	Sep 6, 2024	Expired	EdTech101
CON-21	Monday.com	Jul 7, 2024	Jul 7, 2024	Expired	EdTech101
CON-18	Moslye	Sep 15, 2023	Sep 15, 2024	Expired	Mosyle
CON-15	CITE Membership (3 IT Staff)	May 8, 2024	May 8, 2025	Expired	EdTech101
CON-12	Zoho Inventory	Jul 21, 2024	Jul 21, 2024	Expired	EdTech101
CON-9	ClassLink	Oct 31, 2024	Oct 31, 2024	Expired	ClassLink
CON-35	T-Mobile	Sep 6, 2024	Sep 6, 2024	Expired	EdTech101
CON-26	YOURLS	Sep 6, 2024	Sep 6, 2024	Expired	EdTech101
CON-23	WP Cerber Security	Sep 6, 2024	Sep 6, 2024	Expired	EdTech101
CON-20	Jotform	Jul 30, 2024	Jul 30, 2024	Expired	EdTech101

Powered by BoardOnTrack

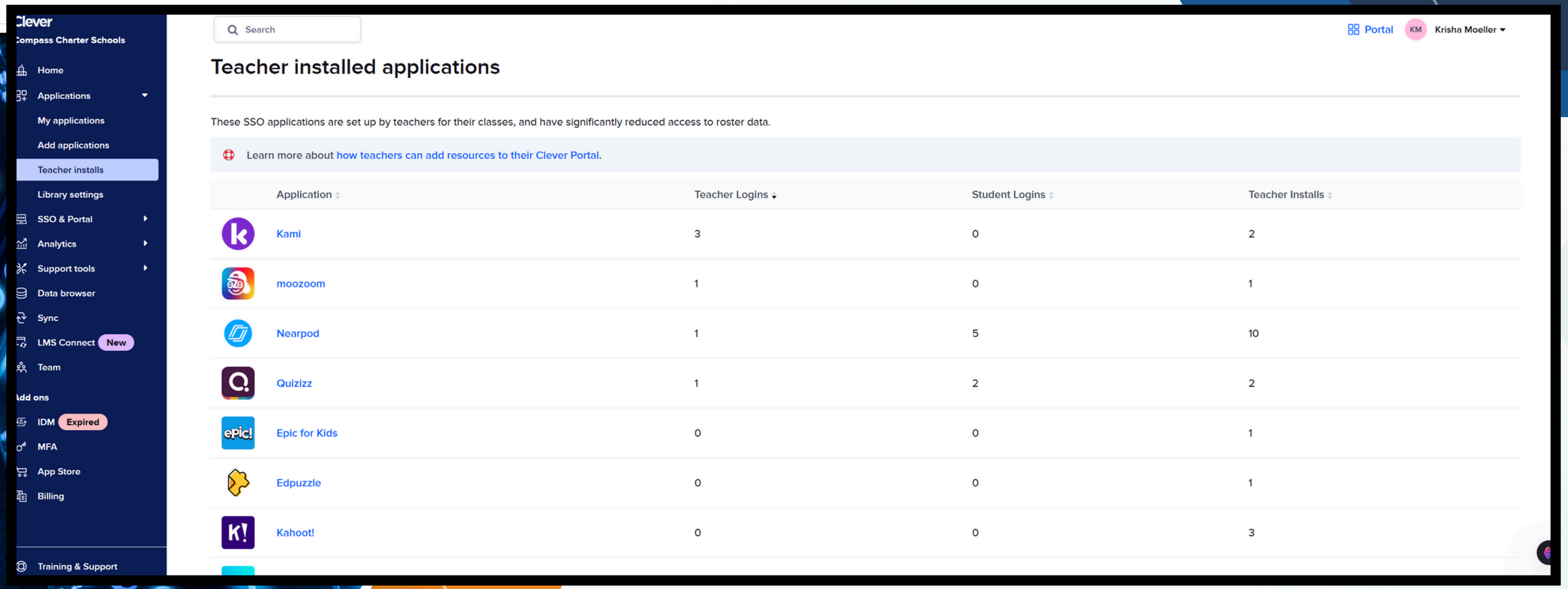
CLEVER SSO


Compass Charter Schools
Dashboard
Portal
Krisha Mc
These are your district's default Portal resources
View as a specific
CCS
More Apps
Customize portal
CCS
ADP
BoardOnTrack
Workvivo
Clever
HOW TO
Hiding enabled
Setup Instructions
Clever Academy
Clever Help Center
Compass Help Desk
Kahoot!
Hiding enabled
Kahoot
More Apps
Any extra apps will appear here until you categorize them.
Abre
Canva for Education
EVERFI
IXL
IXL
Kahoot! EDU
Lexia Core5
Lexia English
Lexia PowerUp
myLexia
OPS
Online Purchasing System & Library Resources
OPS
ParentSquare
Renaissance
School Pathways
School Pathways - Teachers
Seesaw
Seesaw
Starfall
TypeTastic Typing Courses
Zoom - Teachers & Staff
Amazon Business
BrainPOP
BrainPOP Jr.
Gmail
Google Classroom
Google Docs
Google Drive
Google Sheets

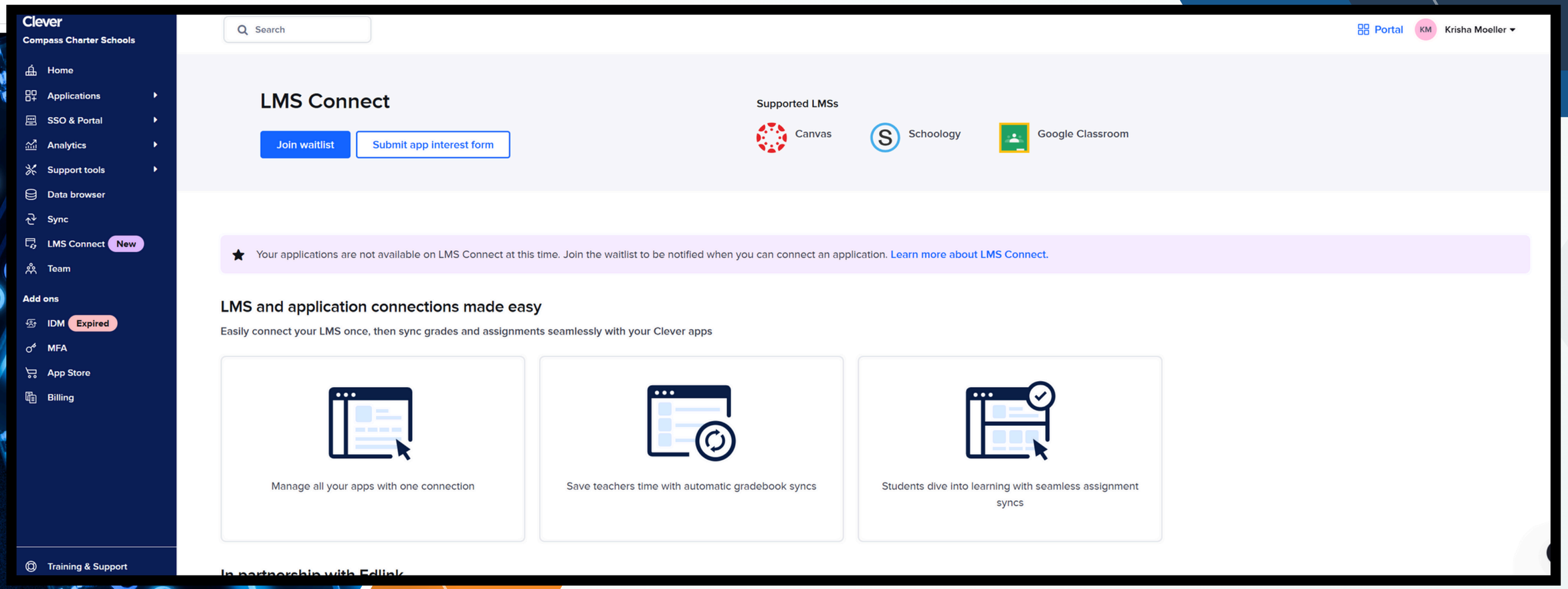
CLEVER SSO


Clever
Compass Charter Schools
Search
Portal
KM
Krisha Moeller
Home
Applications
SSO & Portal
Analytics
Edtech analytics
Portal analytics
Reports
Analytics settings
Support tools
Data browser
Sync
LMS Connect
New
Team
Add ons
IDM
Expired
MFA
App Store
Billing
Training & Support
Edtech Analytics
Export all data
SCHOOL YEAR
Last 28 days
SCHOOL
All schools
STUDENT GRADE
All grades and teachers
STUDENTS REPORTED
981
STUDENTS IN DISTRICT: 2,396
TEACHERS REPORTED
89
TEACHERS IN DISTRICT: 111
ALL K-12 STUDENTS BY GRADE
Kinder
7th
HS
230
Total apps
17 Clever apps
Added by the district
5 Library apps
Added by teachers
208 Other apps
Including any web links
App name
% Students
% Teachers
Active time per user
Clever
79%
76%
11 minutes
Zoom - Teachers & Staff
73%
91%
88 minutes
Renaissance
71%
89%
47 minutes
Google Docs
54%
94%
146 minutes

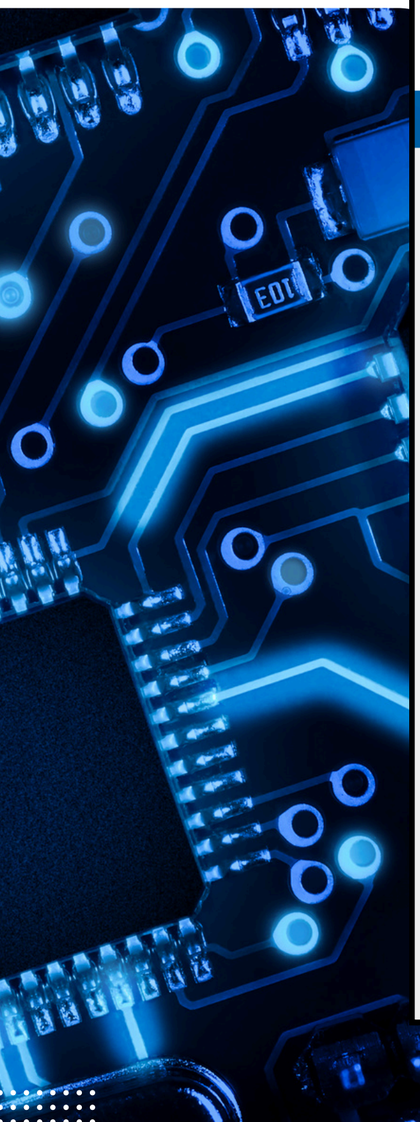
CLEVER SSO


Clever
Compass Charter Schools
Search
Portal
KM
Krisha Moeller
Home
Applications
My applications
Add applications
Teacher installs
Library settings
SSO & Portal
Analytics
Support tools
Data browser
Sync
LMS Connect
New
Team
Add ons
IDM
Expired
MFA
App Store
Billing
Training & Support
Teacher installed applications
These SSO applications are set up by teachers for their classes, and have significantly reduced access to roster data.
Learn more about how teachers can add resources to their Clever Portal.
Application
Teacher Logins
Student Logins
Teacher Installs
Kami 3 0 2
moozoom 1 0 1
Nearpod 1 5 10
Quizizz 1 2 2
Epic for Kids 0 0 1
Edpuzzle 0 0 1
Kahoot! 0 0 3

CLEVER SSO


Clever
Compass Charter Schools
Search
Portal
KM
Krisha Moeller
Home
Applications
SSO & Portal
Analytics
Support tools
Data browser
Sync
LMS Connect
New
Team
Add ons
IDM
Expired
MFA
App Store
Billing
Training & Support
LMS Connect
Join waitlist
Submit app interest form
Supported LMSs
Canvas
Schoology
Google Classroom
Your applications are not available on LMS Connect at this time. Join the waitlist to be notified when you can connect an application. Learn more about LMS Connect.
LMS and application connections made easy
Easily connect your LMS once, then sync grades and assignments seamlessly with your Clever apps
Manage all your apps with one connection
Save teachers time with automatic gradebook syncs
Students dive into learning with seamless assignment syncs

SCHOLAR/STAFF ID CARDS



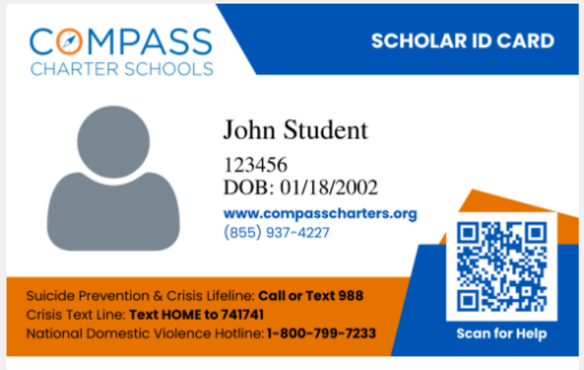
COMPASS CHARTER SCHOOLS

Recent Pages | Enter search text | Students

Admin | Reports | Programs | Teachers | Portal | Help | Type to quick page find

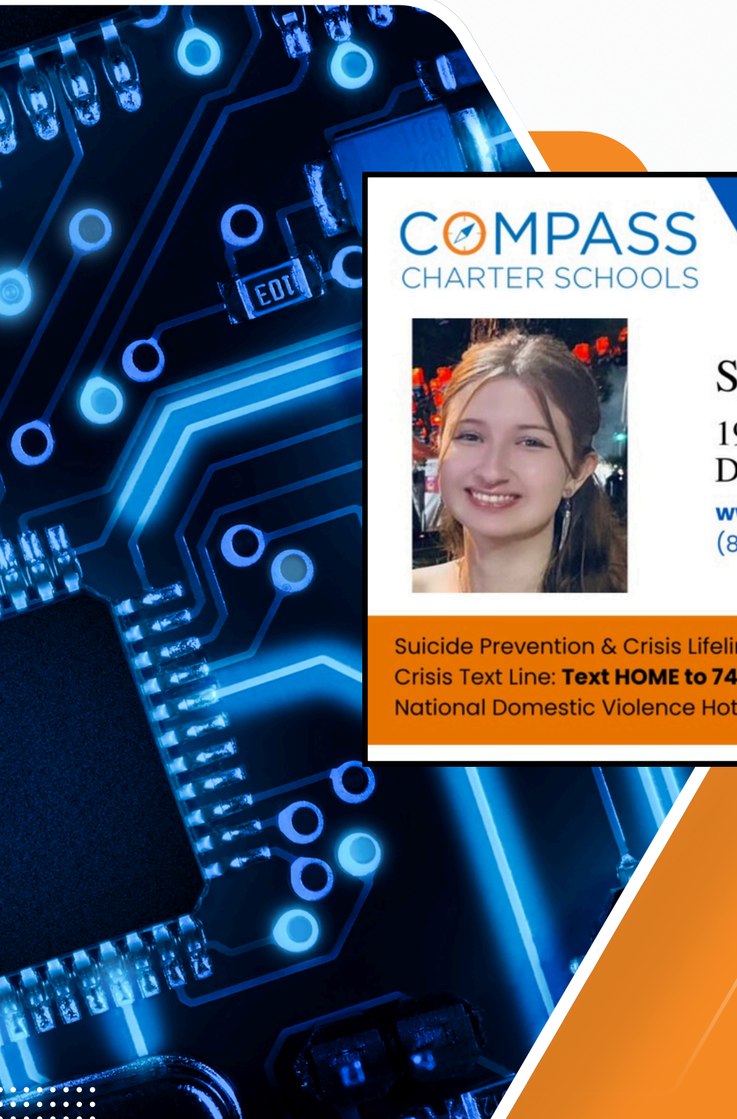
Student Badge Layout Page

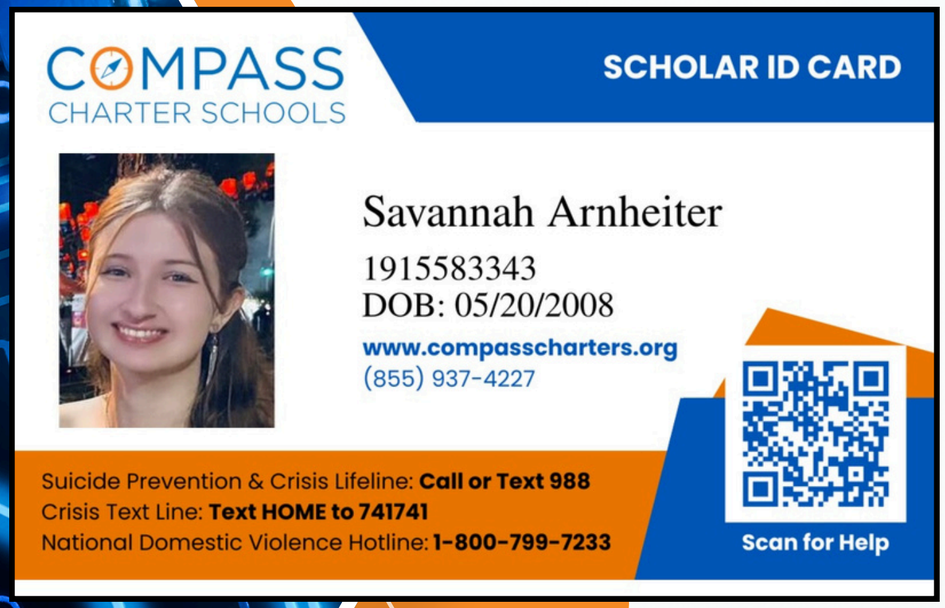
Text Color	black
Student Picture Position	Size: 300 X Position: 40 Y Position: 160
Show School Logo	Yes / No
School Logo Position	Size: 0 X Position: 0 Y Position: 0
Show School Name	Yes / No
School Name Position	Text Size: 0 X Position: 0 Y Position: 0
Show School Address	Yes / No
School Address Position	Text Size: 0 X Position: 0 Y Position: 0
Show School Year	Yes / No
School Year Position	Text Size: 0 X Position: 0 Y Position: 0
Student name Position	Text Size: 65 X Position: 385 Y Position: 190
Show Student DOB Text	Yes / No
Student DOB Text Position	Text Size: 50 X Position: 385 Y Position: 300
Student DOB Position	Text Size: 50 X Position: 485 Y Position: 300
Show Student ID	Yes / No
Student ID position	Text Size: 50 X Position: 385 Y Position: 260
Show Grade Text	Yes / No
Grade Text Position	Text Size: 50 X Position: 385 Y Position: 340
Show Grade Level	Yes / No
Gradelevel Position	Text Size: 50 X Position: 530 Y Position: 340
Student Barcode Position	Size: 0 X Position: 0 Y Position: 0
Include Suicide Hotline	Yes / No
Suicide Hotline Position	Text Size: 0 X Position: 0 Y Position: 0
Use Scope Name On Badges	Yes / No
Default to "Badge with background"	Yes / No
Use LC Address	Yes / No
Badge Type	Landscape / Portrait

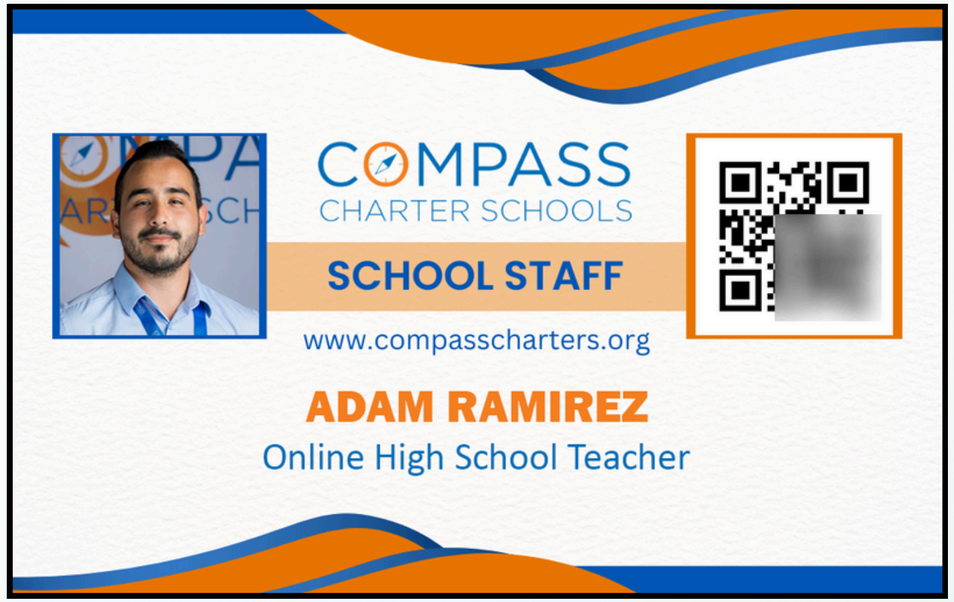


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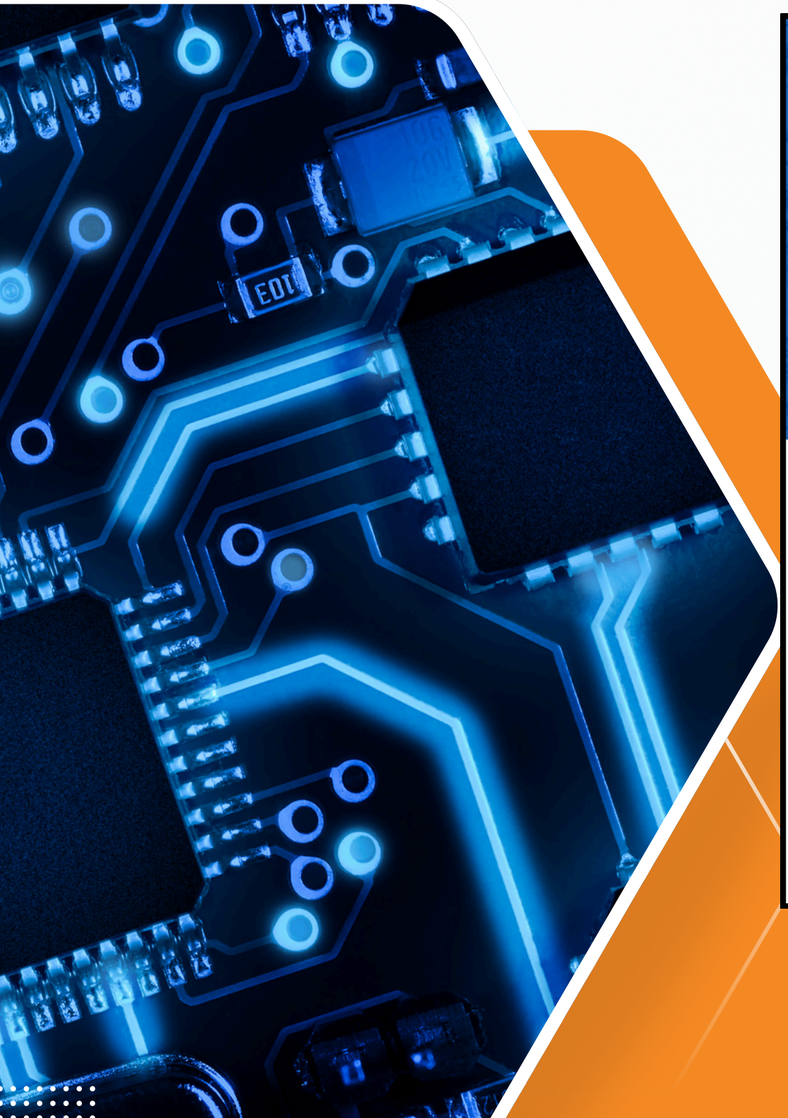
SCHOLAR/STAFF ID CARDS

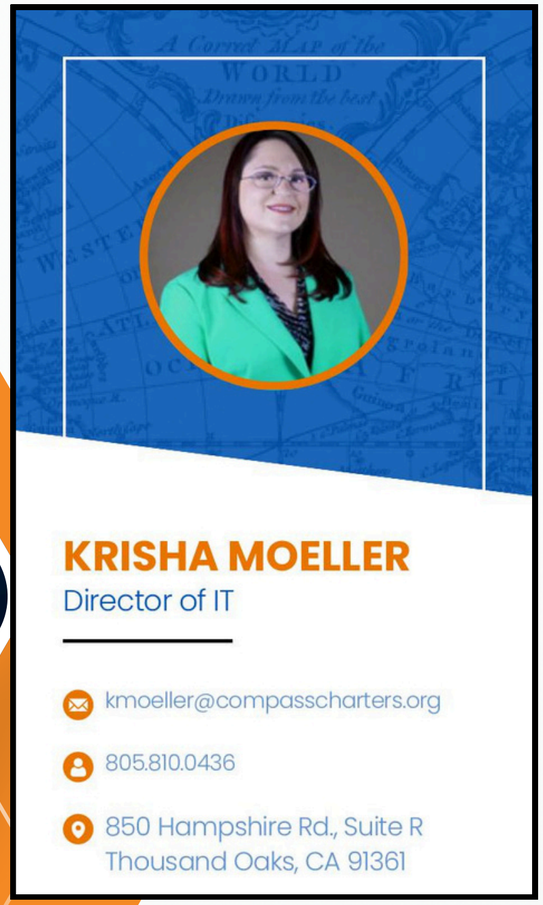


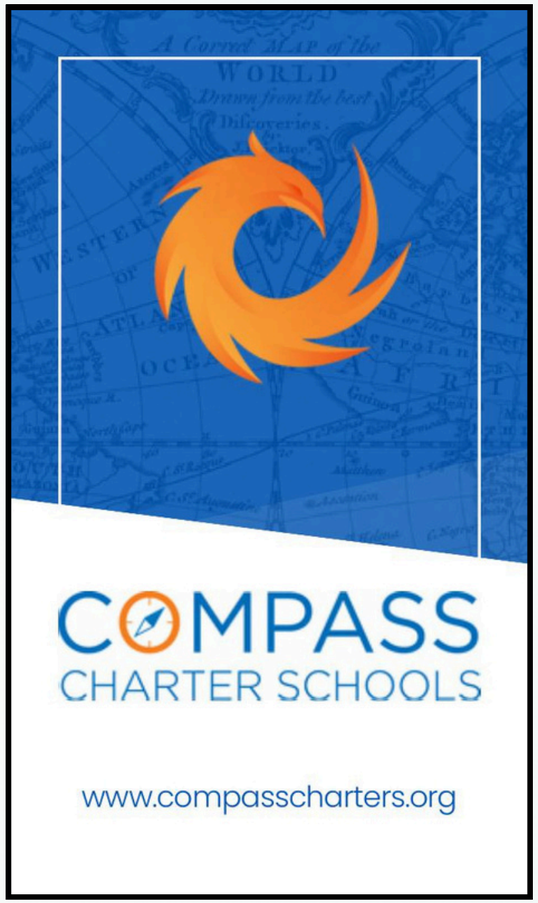




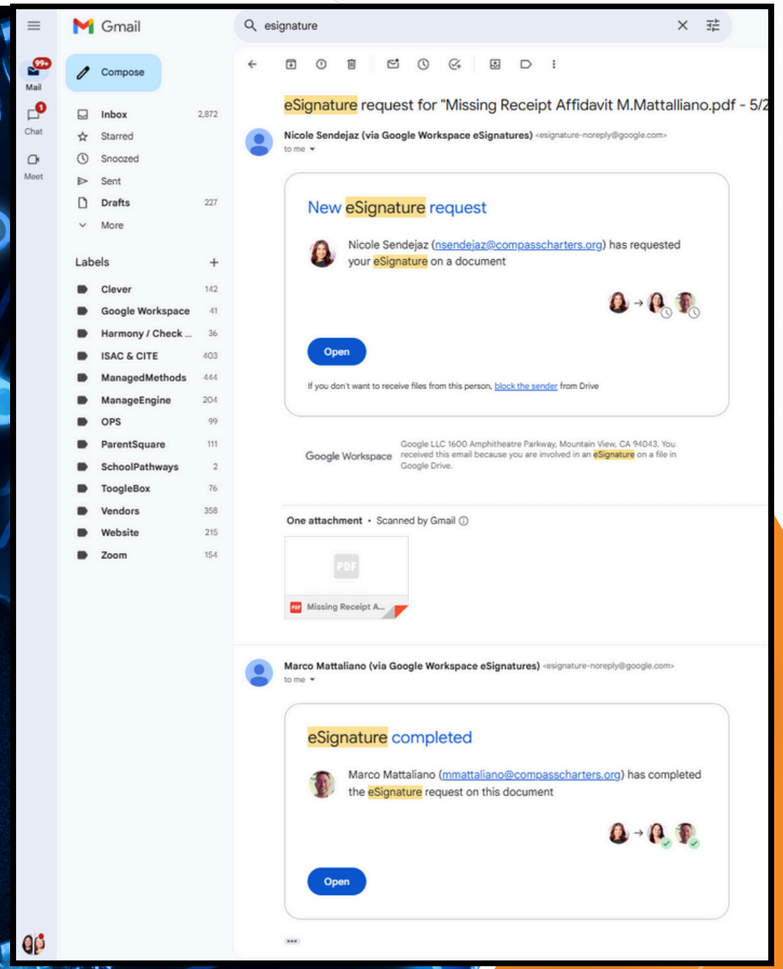
DIGITAL BUSINESS CARDS (ID123)

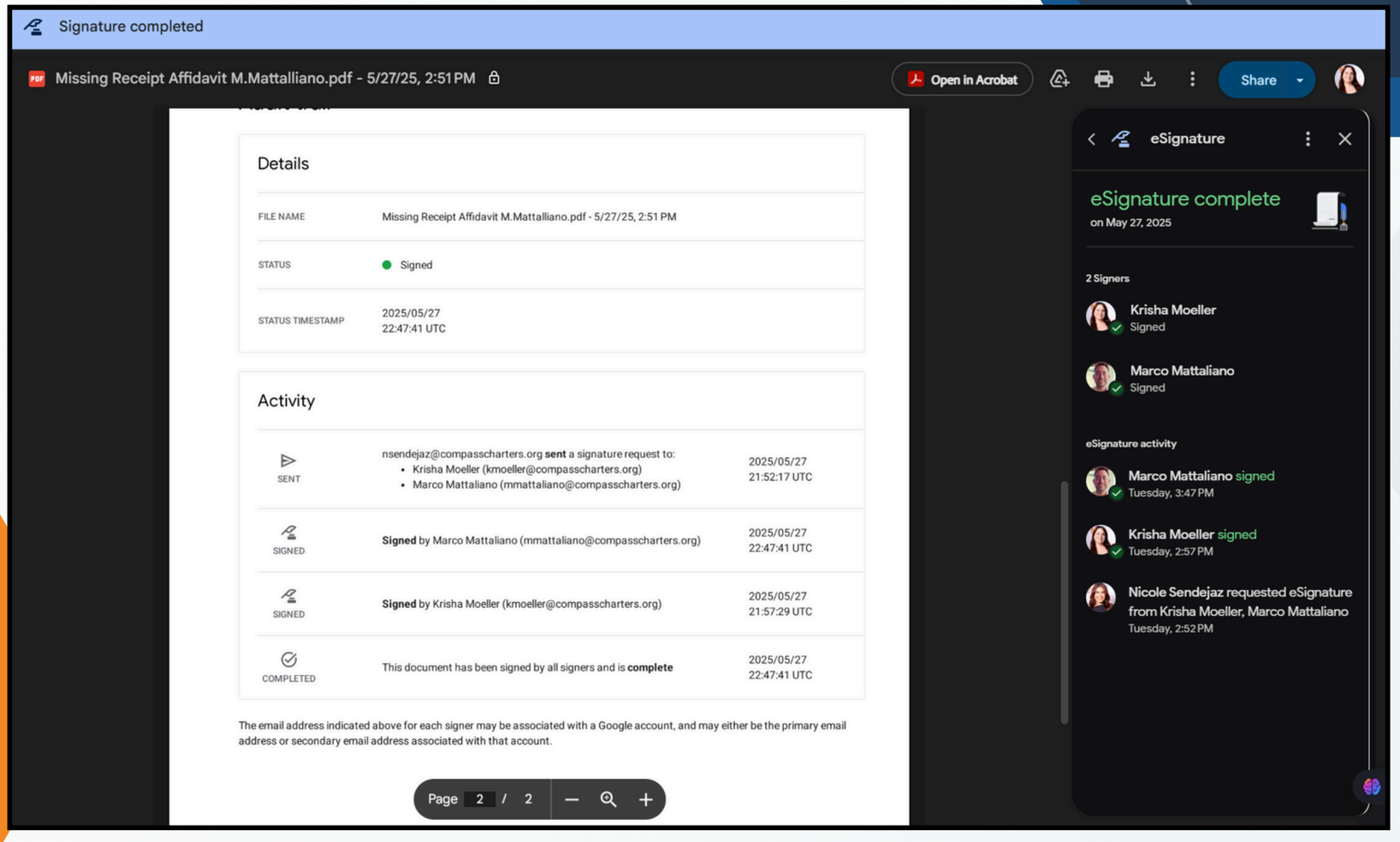




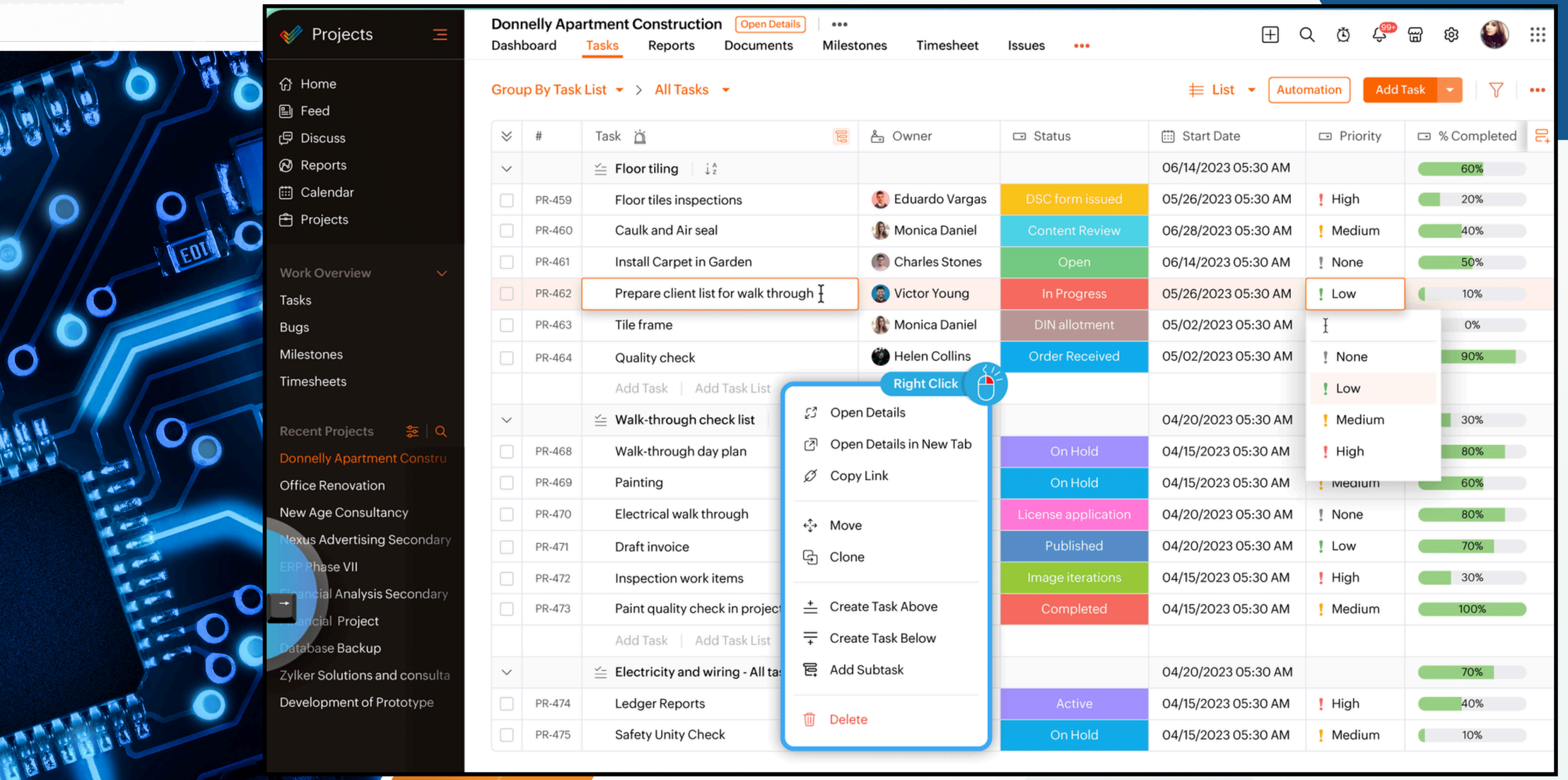


GOOGLE E-SIGNATURE (G PLUS)

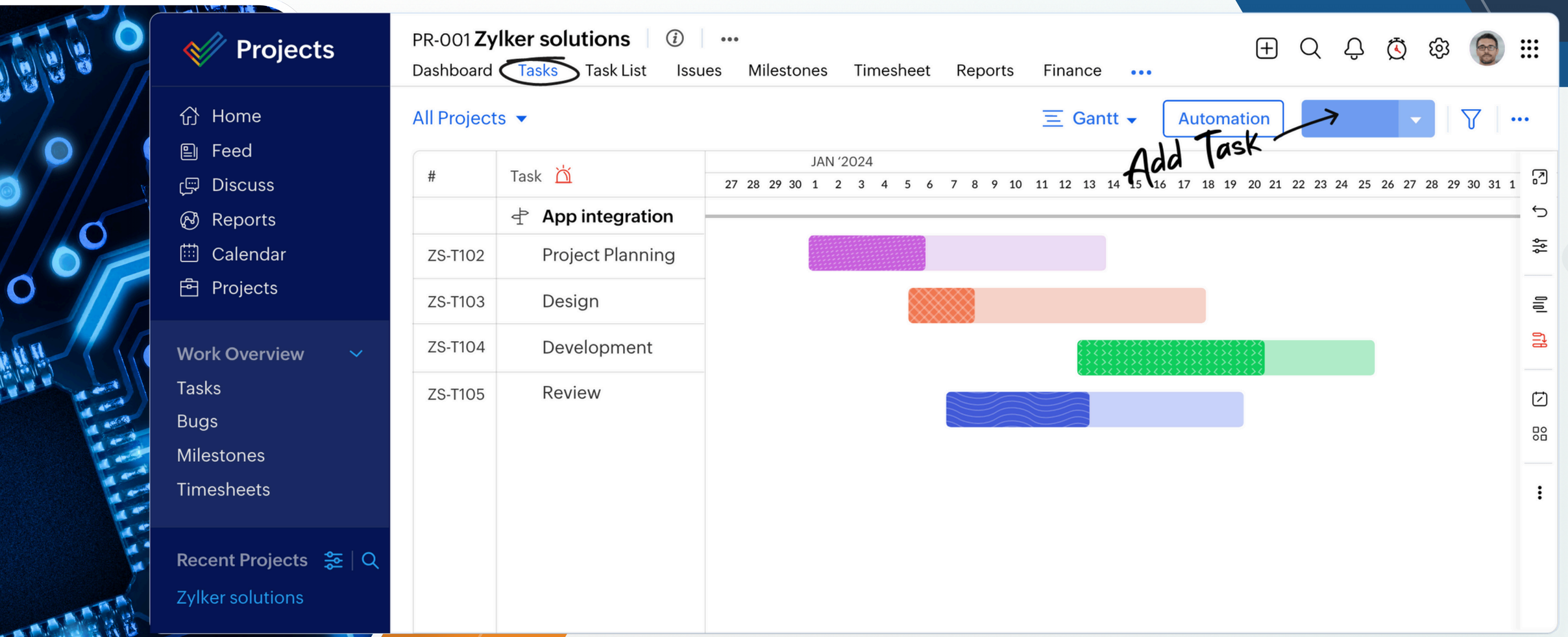




PROJECT MANAGEMENT (COMING SOON)



PROJECT MANAGEMENT (COMING SOON)



“THE YEAR OF ROLLOUTS” (2024-2025)

IT has been very busy rolling out new systems and initiatives/projects (of various sizes) this year, as well as continuing to offer support for ongoing initiatives.

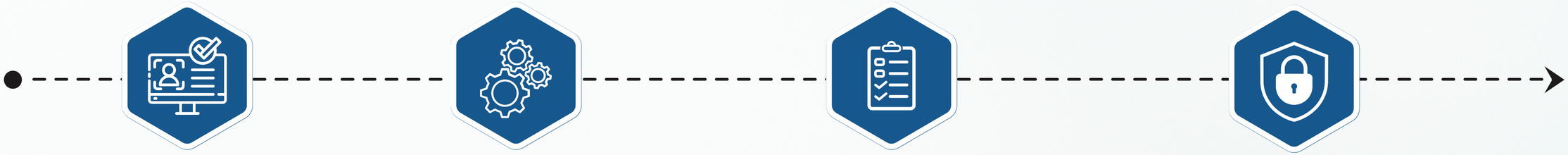
- Endpoint Central
- ManagedMethods
- Checkpoint (Harmony)
- MM Content Filter
- Clever MFA & SSO
- SysCloud
- Abre
- Google Cloud Database
- Data Dashboard (Looker Studio)
- Zoom Phone & Zoom Plus
- FaxSIPit
- Workvivo
- WV GuideSite
- Credential Reminders (Google Cloud)
- Google Classroom (Scholar Comms)
- ParentSquare “Relaunch”
- FigJam
- Whova Support
- Chromebook Pilot
- SDP Assets / Inventory Clean Up
- USPS
- Return Pipeline
- Amazon Business Ordering
- SysTools
- Digital Business Cards
- Scholar/Staff ID Cards
- ServiceDesk Plus
- Google Edu Plus Upgrade
- Google Console Clean Up
- Zoom Edu Plus Tools (AI)
- Buffer
- Clever Rostering
  - Renaissance
  - ParentSquare
  - Lexia
  - IXL
  - BrainPOP

(Coming Soon)

- Zoho Vault
- Zoom Bridge
- School Website Revamp
- Identity Management System
- PS Forms?
- User End Logistics
- Project Management
- New Office/OCLC Networks

ROOM FOR GROWTH

We have been very busy rolling out new systems and initiatives/projects this year. However, some of our systems still rely on a lot of “grandfathered” or out-of-the-box policies. There is still a lot of room to streamline, organize, and improve the efficiency and effectiveness of our systems and day-to-day operations.



Streamline Identity Management

Continue to work towards a “one password” environment with streamlined account provisioning and management across systems.

Improve IT System Organization

Continue to work towards improving the overall organization of our existing systems (e.g., asset management, user groups, permission groups, etc.)

Better Structure of IT Operations

Continue to work towards streamlining our day-to-day operations, team building, and developing more structured protocols, such as developing a more formal documentation (e.g., Business Continuity Plan, team guide book, etc.).

Strengthen Cybersecurity Postering

Continue to “tighten” or refine our system policies to strengthen our system security, emergency and crisis response, “guard railing” for user behavior, and more formal emergency planning (e.g., Cyber Incident Response Plan).

2025-2026 Plans: “The Year of (IT)Operations”



2024-2025

“Year of Rollouts”

IT Team heavily focused on rolling out countless new products, services, and initiatives each month.

2025-2026

“Year of Operations”

IT Team moving to focus on improving day-to-day operational efficiency and maintenance of new/current systems.

2026-2027

“Year of Growth”

*This year (tentatively) will allow the IT Team to better focus on the growth and expansion of the organization.



CHALLENGES

#	Risk	Description	Mitigation
01	**Chromebook Inventory**	Chromebooks have been massively helpful to our initiatives, but we'd still need about 1,300 more to reach the 1:1 goal at this time.	We would need a total allotment of $400-$425k to "fill out the field" with Chromebooks within 2 years.
02	**PD & "Team Time"**	The number of rollout projects this year has made finding time for PD and "team time" to improve day-to-day operations a challenge.	The IT Team already has plans to "roll back the rollouts" for 25-26 to focus on day-to-day IT ops. Could use support with providing PD and scaling back new initiatives.
03	**Asset Lossage**	The IT Team has found it difficult to get all devices returned from families after they exit.	The IT Team has made changes to reduce lossage (e.g., structured return pipeline, branding, device bricking). However, we may also need support with sending out letters.
04	**Staff Compliance & Training**	There seems to be a not insignificant number of staff who are resistant to enforcing school system use with scholars (i.e., CCS emails).	IT has plans to start reaching out to staff who do not complete important trainings. Could use support with "verbal reinforcement" from leadership regarding use of CSS systems.
05	**Overrepresented Staff**	Discovered there may a small number of staff overrepresenting their thoughts as being that of "all" or "most" staff, which creates confusion.	It seems like hosting more **assigned** focus groups (e.g., LMS Pilot Group) has helped to weed this out. Best practice has been to hold final decisions prior to seeking more info.
06	**Staffing & Growth**	Since expanding our IT systems and protocols, we could use support from anther IT staff member soon (est. 2026-2027)	The IT Team understands budget challenges may impact staffing prospects for 25-26 SY. However, assuming consistent growth, we wish to secure a part- or full-time staff in 26-27 SY.

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BIG THANKS FROM IT!!

Questions?

- **LEADERSHIP GOALS:**
  - **Streamline systems / more automation**
  - **Safe & effective AI integration to improve efficiency**
  - **Personalization for families (Clever? / curriculum)**
  - **Analytics on family usage/behaviors**



Date: May 29th, 2025

Coversheet

Operations Department End of Year Highlights

Section: X. Operations Division
Item: I. Operations Department End of Year Highlights
Purpose: FYI
Submitted by:
Related Material: 2024-25 Operations Dept EOY Highlights_June Board Meeting.pdf

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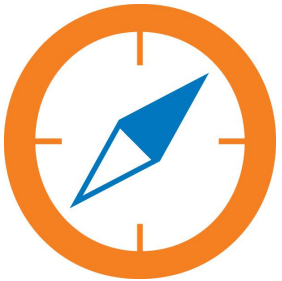
Operations Department
End of Year Highlights
Board Meeting – June 21, 2025

COMPASS
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Our **mission** is to inspire and develop innovative, creative, self-directed learners, one scholar at a time.

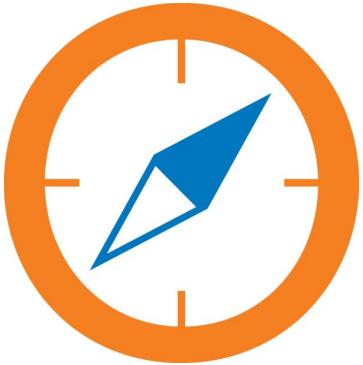
Our **vision** is to create an innovative, collaborative, learning environment that supports the diverse needs and goals of each scholar, nurtures a love of learning, and prepares them for future success.

OUR ARTIC VALUES



Achievement	Engage in and take charge of your learning.
Respect	Be respectful in all interactions with fellow scholars, learning coaches, faculty, and staff.
Teamwork	Work cooperatively with all persons involved in your education. "Teamwork makes the Dreamwork."
Integrity	Behave following strong ethical principles, values and academic honesty.
Communication	Frequently and proactively communicate with all persons involved in your education.

Compass Agreements



We are present. We reduce or eliminate distractions for ourselves and others.

We are learners. We are all learners and engaged in the learning process.

We are inclusive. We respect one another and value the inclusion of multiple perspectives.

We are considerate. We consider how our words and actions impact others and take responsibility for our impact.

We assume positive intent. We act with grace and generosity toward each other.

Personnel Updates



We're proud to celebrate two outstanding Operations team members for their leadership, dedication, and contributions to the Compass community. Join us in congratulating them on their well-earned promotions!



Vanessa Plascencia – Director of Operations

Vanessa has served Compass for the past 10 years in various leadership capacities within the Operations Department. She brings a deep understanding of our systems, a passion for continuous improvement, and a commitment to supporting scholars and staff alike. We are excited to have her lead our Operations team into its next chapter!

Taylor Castillo - Compliance Coordinator

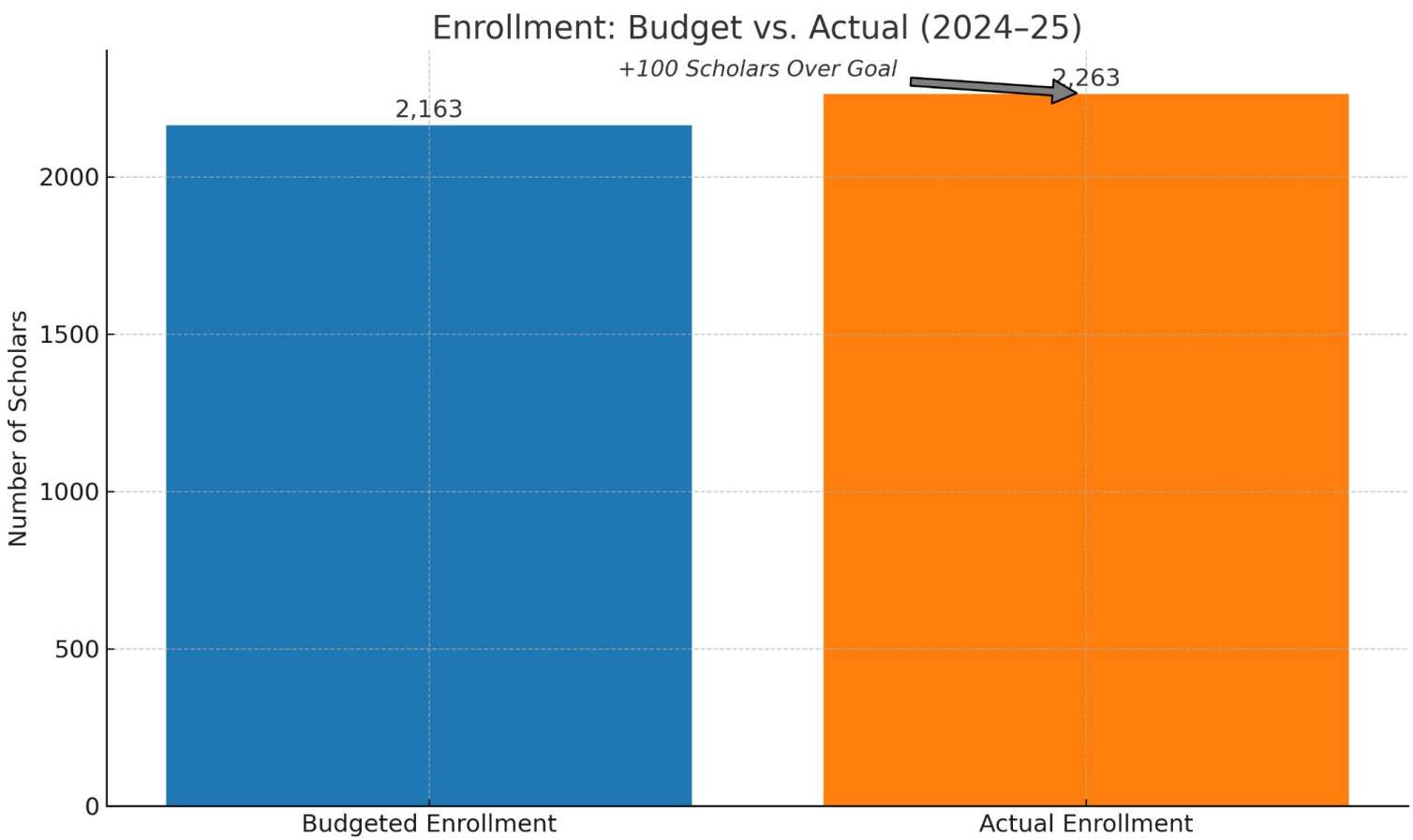
Taylor has consistently demonstrated an eye for detail, strong organizational skills, and a proactive approach to ensuring we meet all regulatory requirements. In her new role, she will oversee key areas of compliance and contribute to upholding the high standards of accountability at Compass.

Personnel Updates

Welcome, Rebecca Rodriguez!



We are excited to welcome Rebecca Rodriguez to the Operations Department as our new Community Relations Coordinator. Rebecca brings energy, creativity, and a passion for building strong connections with our Compass families and communities. Rebecca will support outreach, our Compass podcast/newsletter/blogs, marketing campaigns, and serve as a key voice for scholar and family experience across all regions.

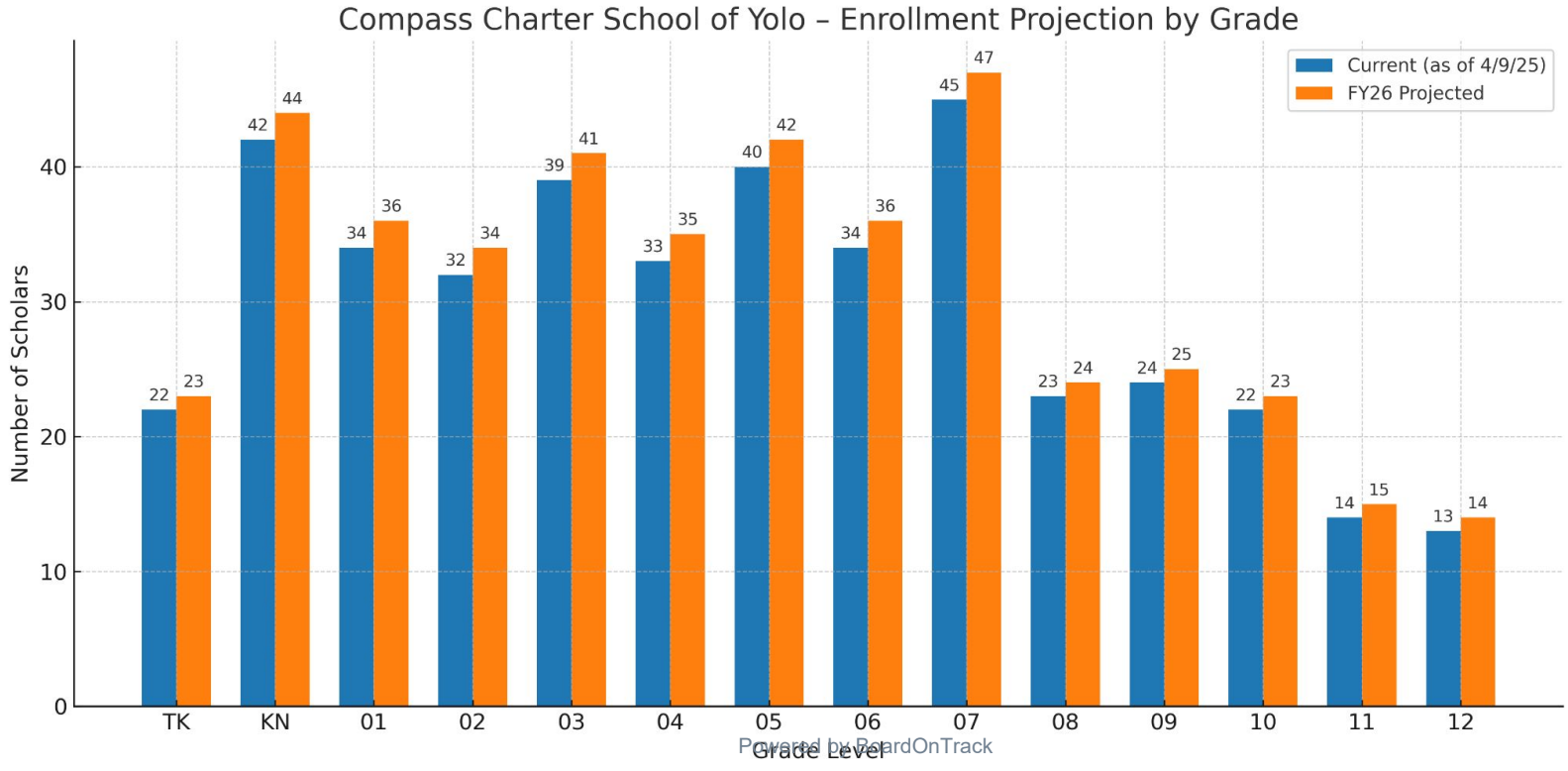

Enrollment: Budget vs. Actual (2024–25)
+100 Scholars Over Goal
2,163
2,263
Number of Scholars
0
500
1000
1500
2000
Budgeted Enrollment
Actual Enrollment

25/26 Master Agreements

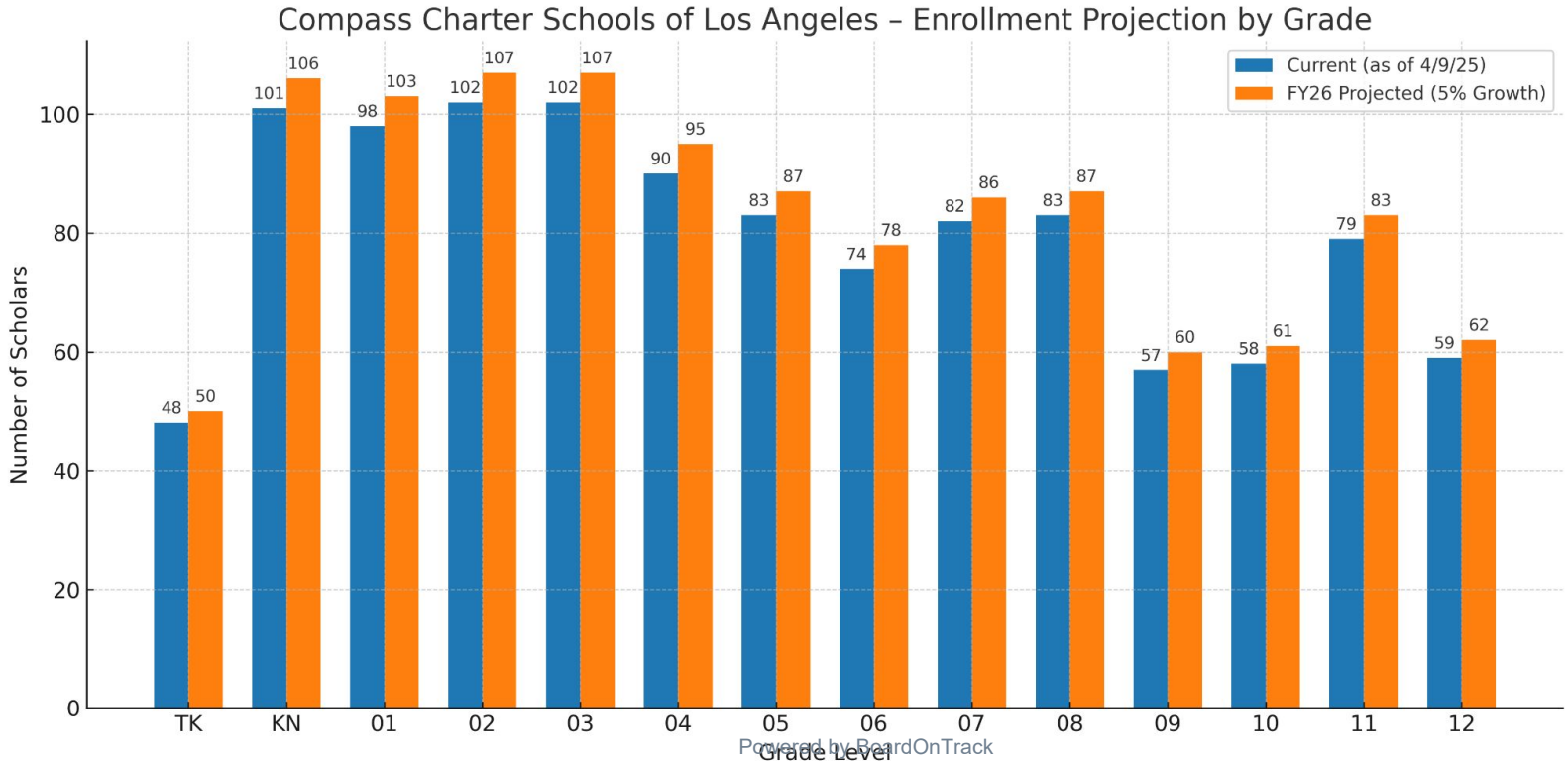
The Operations team, in collaboration with other departments, successfully advanced the system rollover to send 25/26 master agreements earlier than ever—supporting a smoother transition and ensuring scholars receive curriculum in time for the first day of school.

Over 900 returning scholars have signed master agreements and are ready to start for the 25/26 school year.

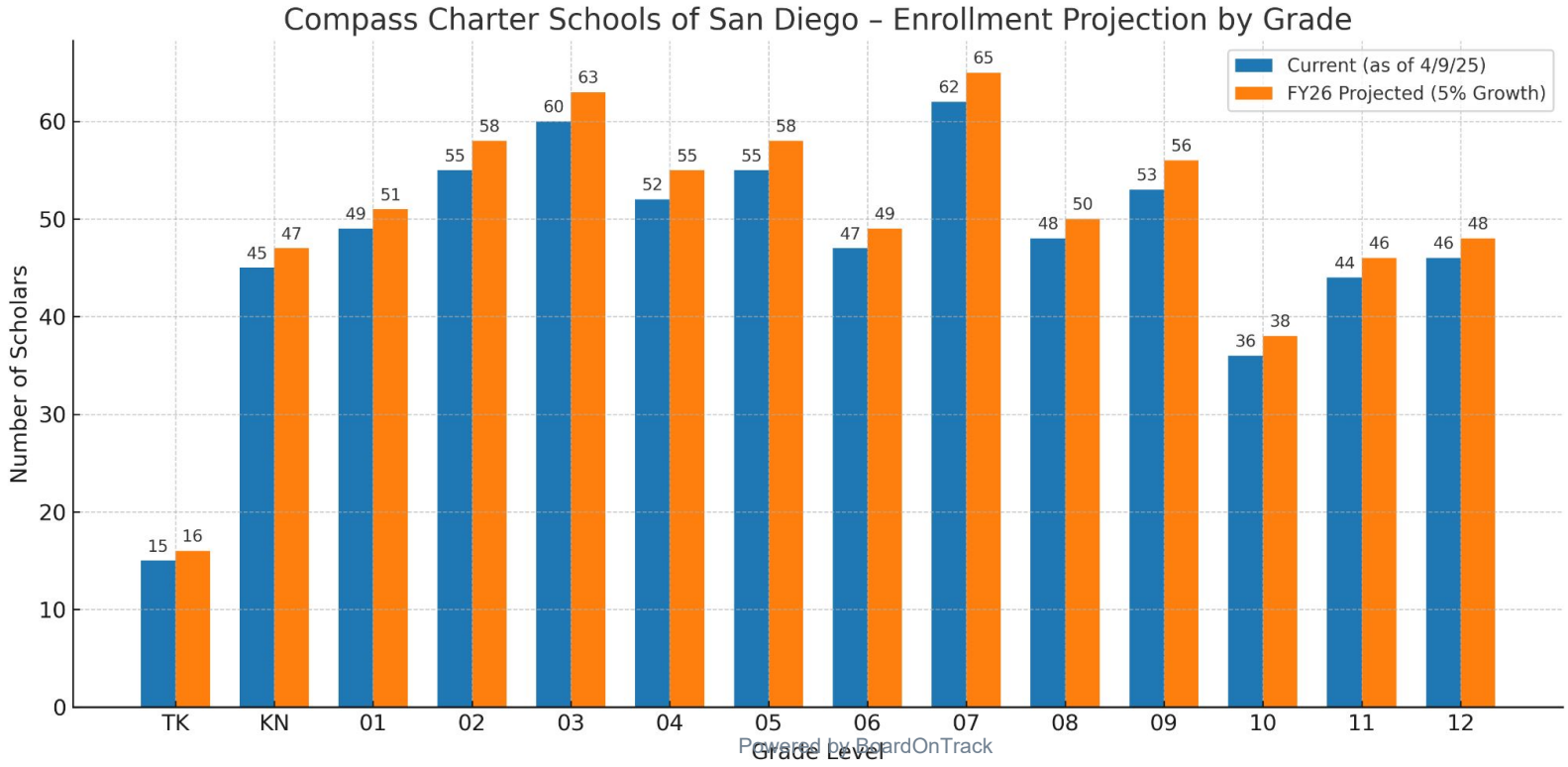
Projected Enrollment for 25/26

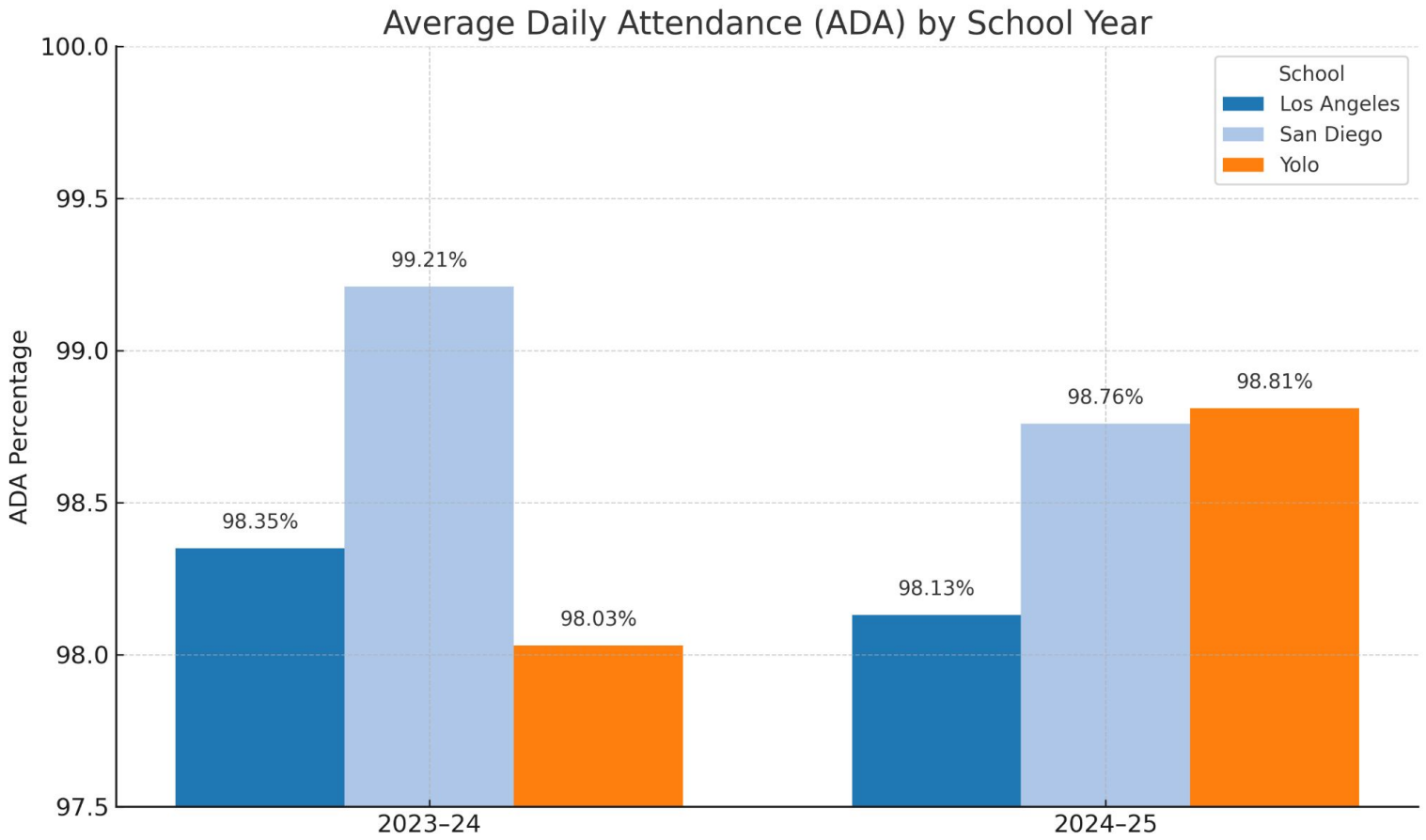


Projected Enrollment for 25/26



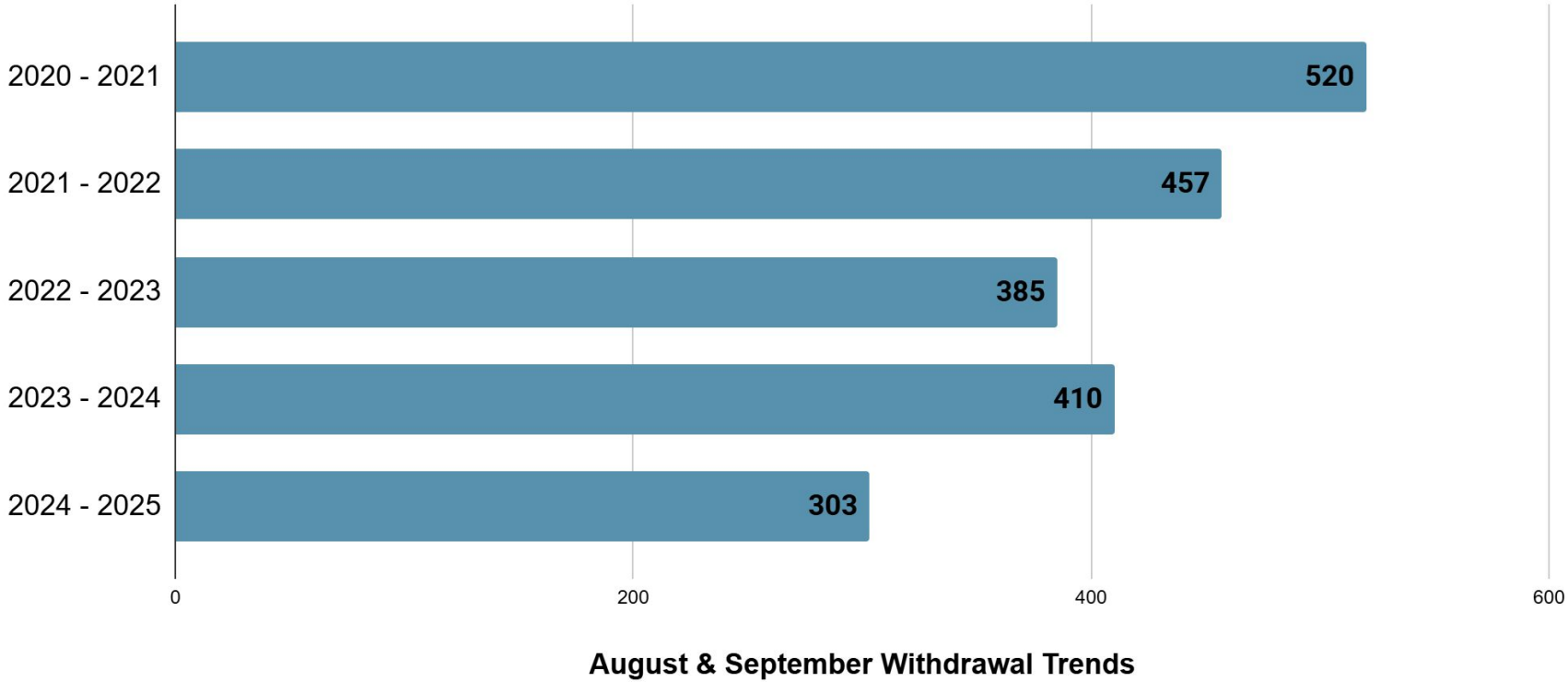
Projected Enrollment for 25/26

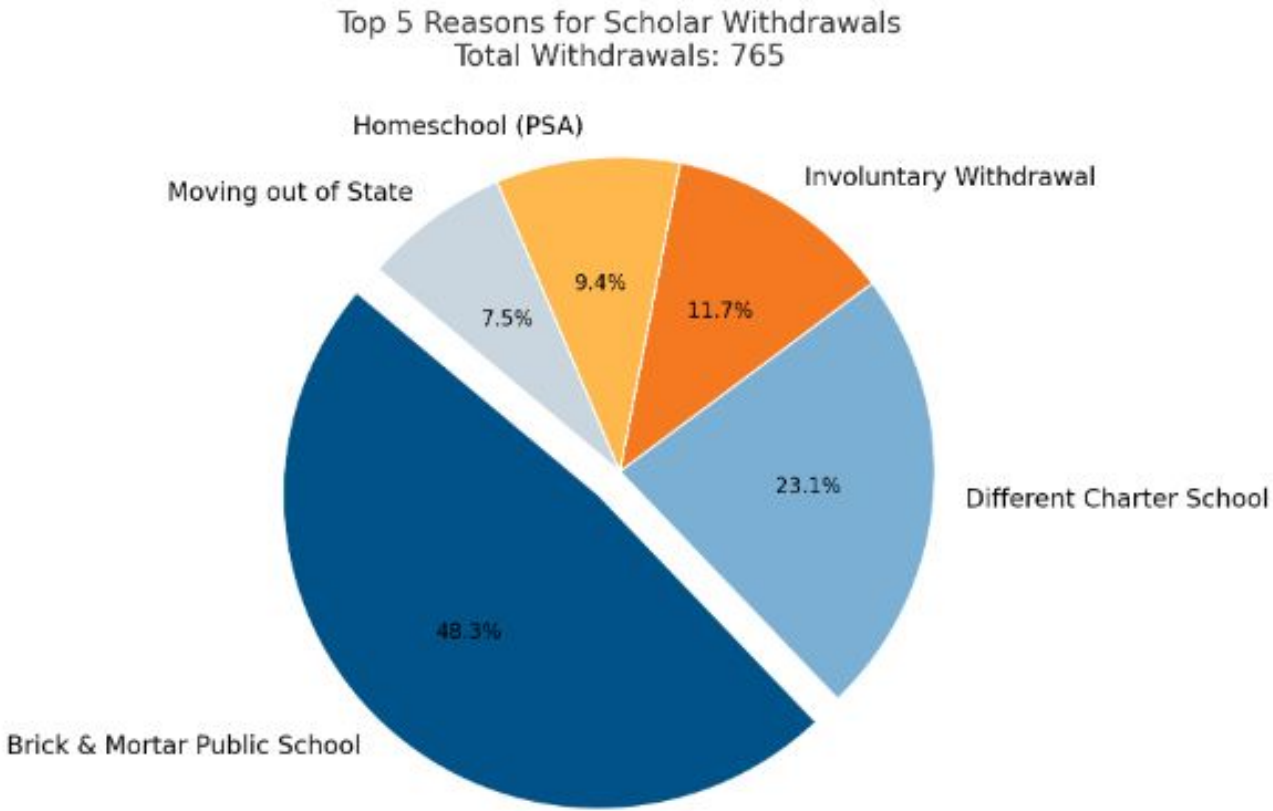




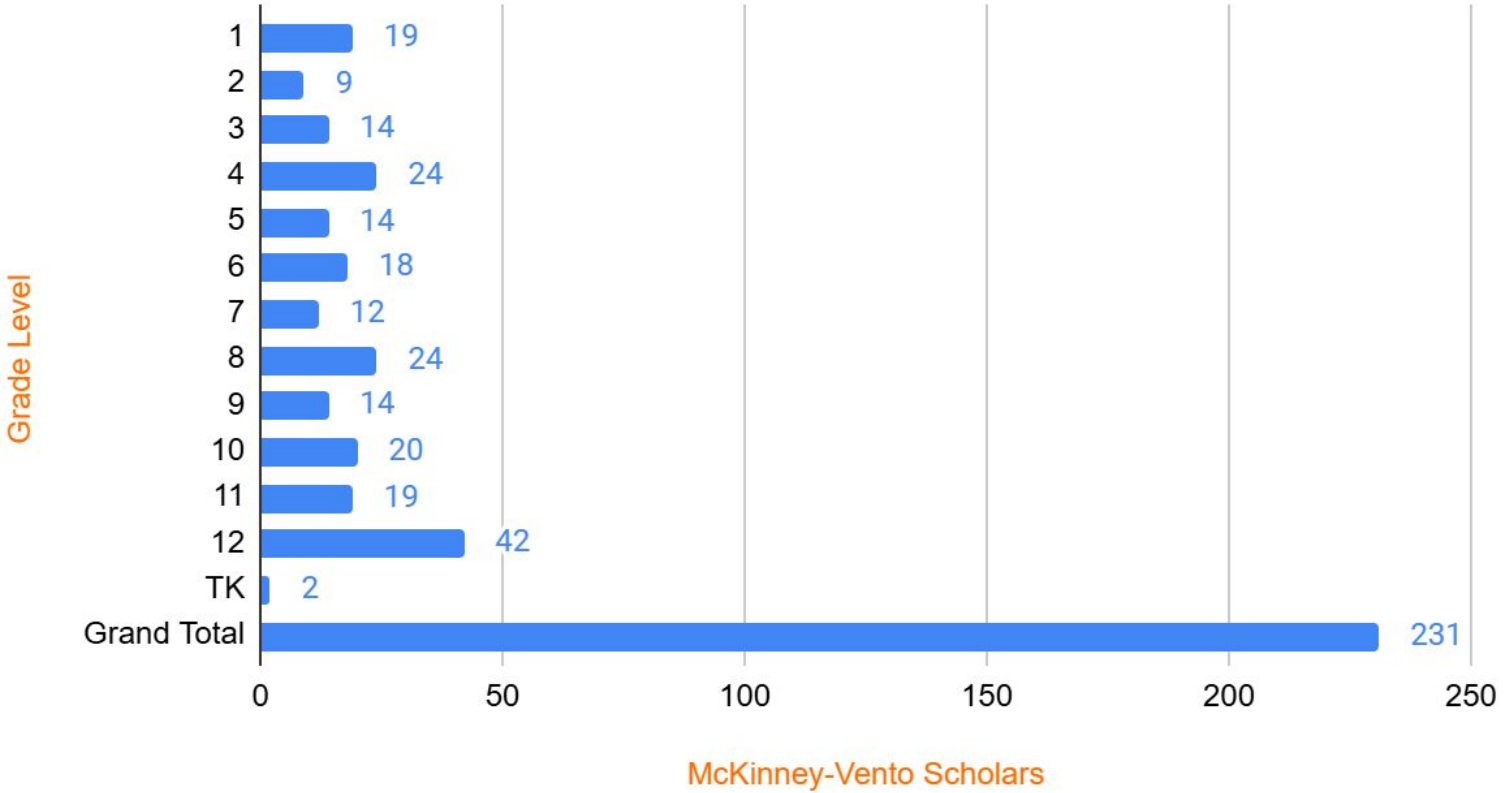
Note: ADA percentage for 2024-25 is through 5/9/2025 (end of LP 7). We are currently reviewing our LP 8 attendance now that the school year has ended on 6/10/2025.

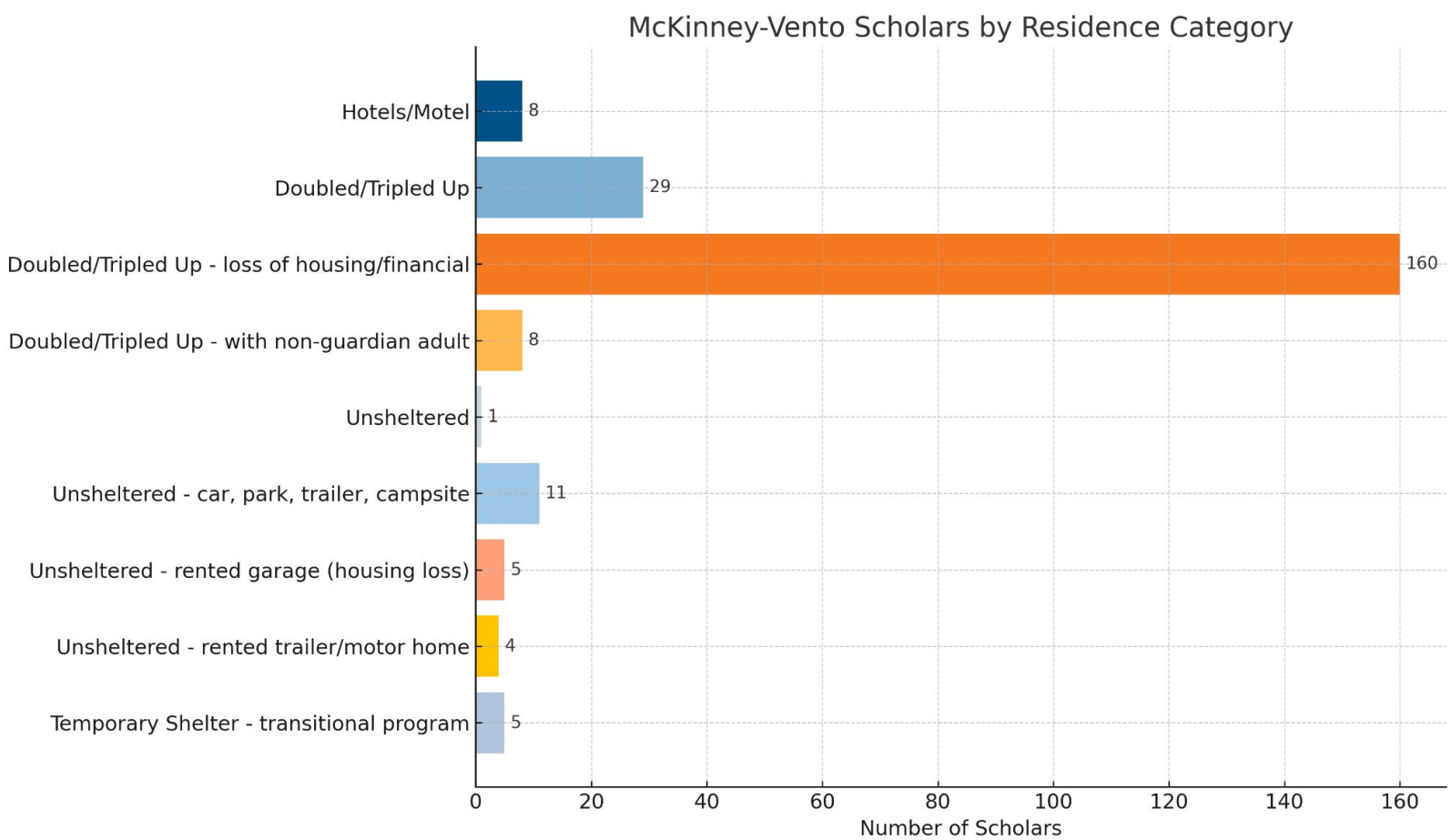
Historical Beginning of Year Withdrawal Trends




Top 5 Reasons for Scholar Withdrawals
Total Withdrawals: 765
Homeschool (PSA)
Moving out of State
Involuntary Withdrawal
9.4%
7.5%
11.7%
23.1%
Different Charter School
48.3%
Brick & Mortar Public School

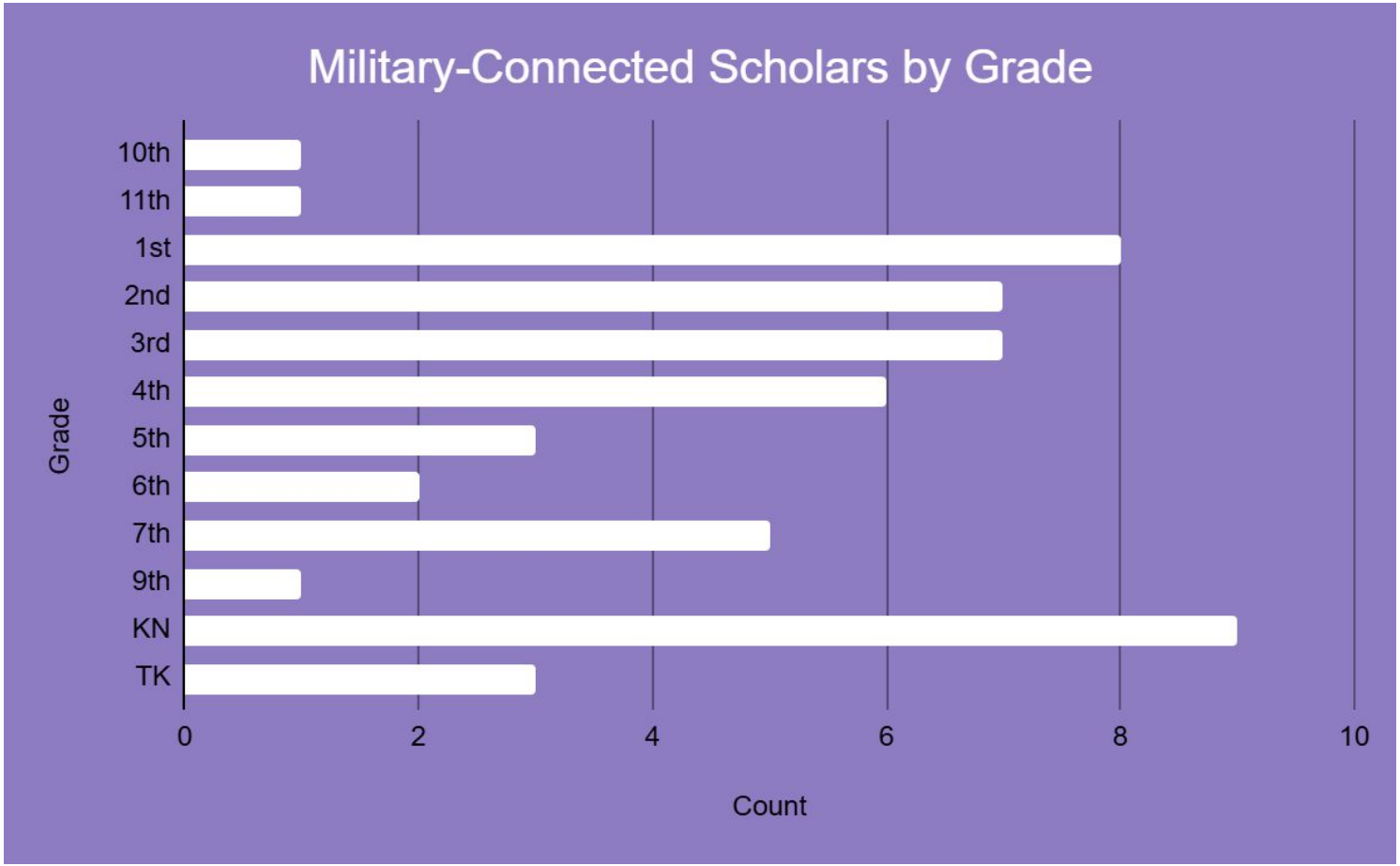
McKinney-Vento Scholars by Grade Level

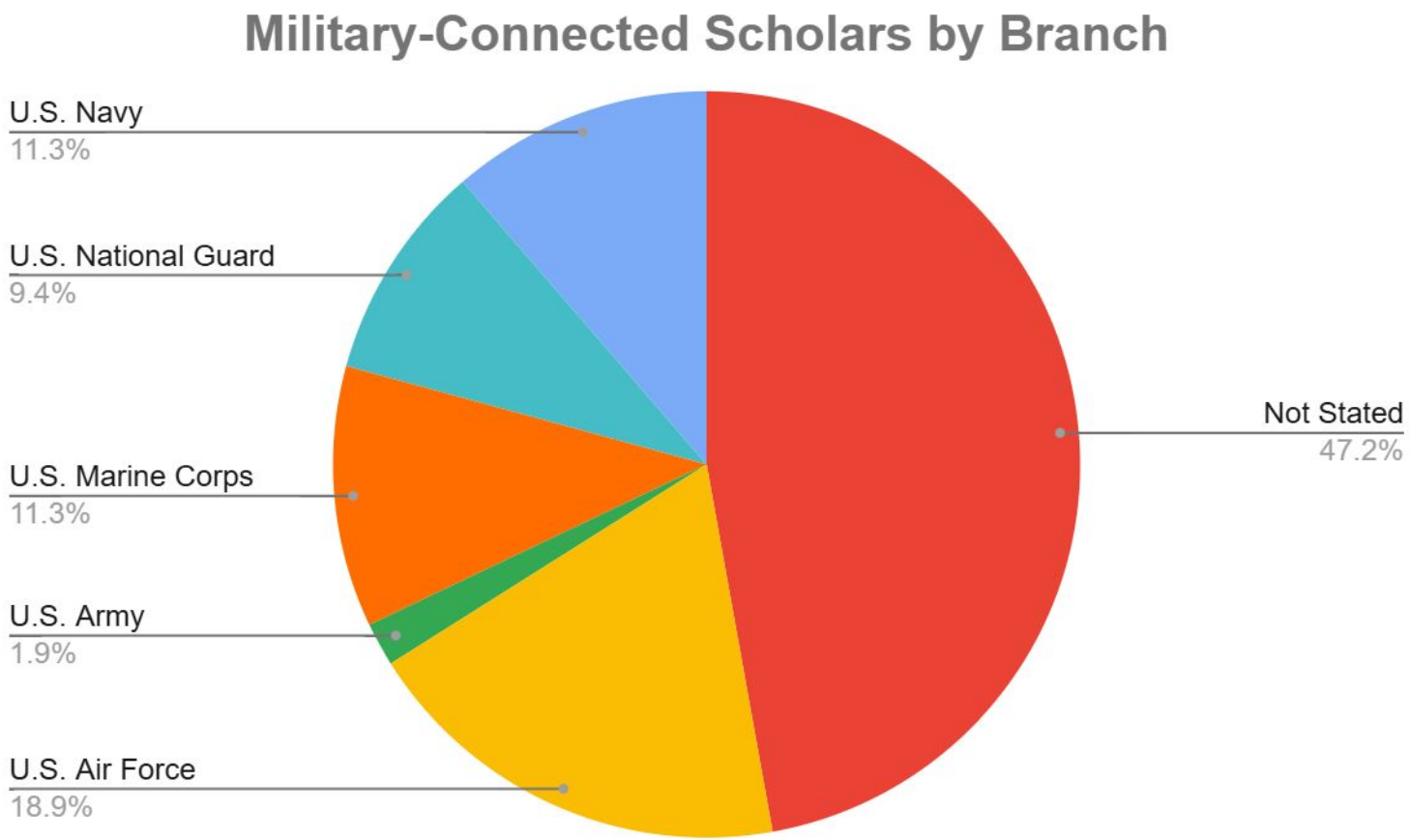



McKinney-Vento Scholars by Residence Category
Hotels/Motel
8
Doubled/Tripled Up
29
Doubled/Tripled Up - loss of housing/financial
160
Doubled/Tripled Up - with non-guardian adult
8
Unsheltered
1
Unsheltered - car, park, trailer, campsite
11
Unsheltered - rented garage (housing loss)
5
Unsheltered - rented trailer/motor home
4
Temporary Shelter - transitional program
5
0
20
40
60
80
100
120
140
160
Number of Scholars

Purple Star Program

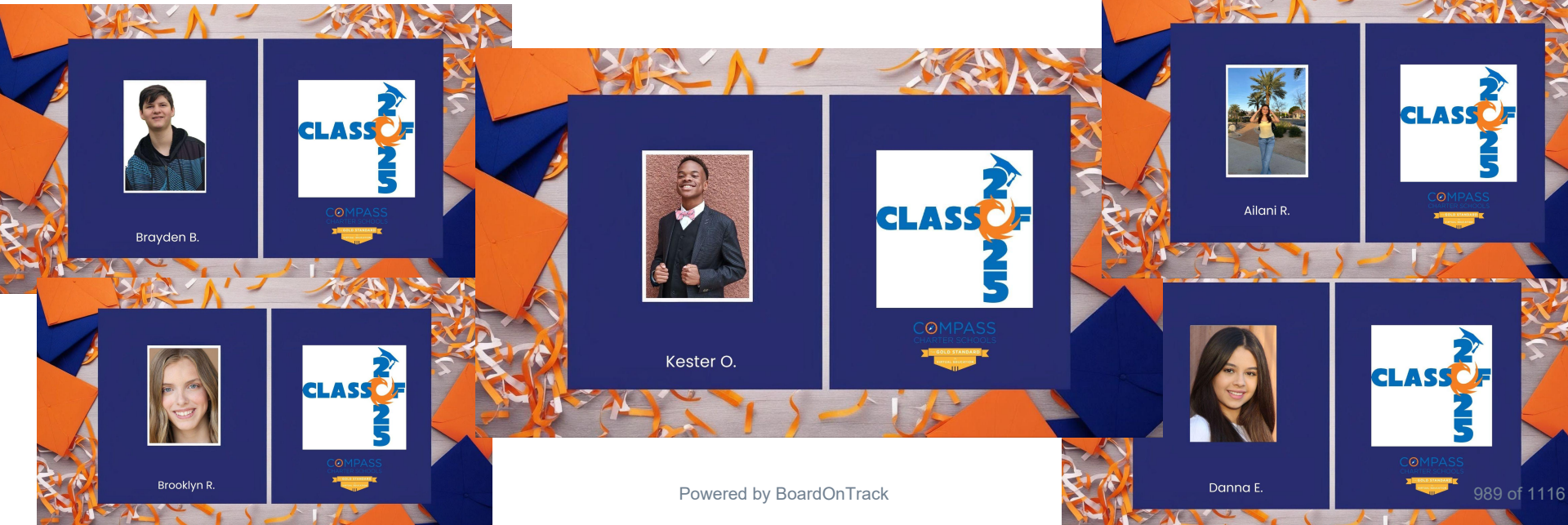
- All three charters were approved for the Purple Star Program for another three years! Compass proudly served 53 military-connected scholars and families this school year.


Military-Connected Scholars by Grade
Grade
10th
11th
1st
2nd
3rd
4th
5th
6th
7th
9th
KN
TK
0
2
4
6
8
10
Count


Military-Connected Scholars by Branch
U.S. Navy
11.3%
U.S. National Guard
9.4%
U.S. Marine Corps
11.3%
U.S. Army
1.9%
U.S. Air Force
18.9%
Not Stated
47.2%

Senior Spotlight Campaign

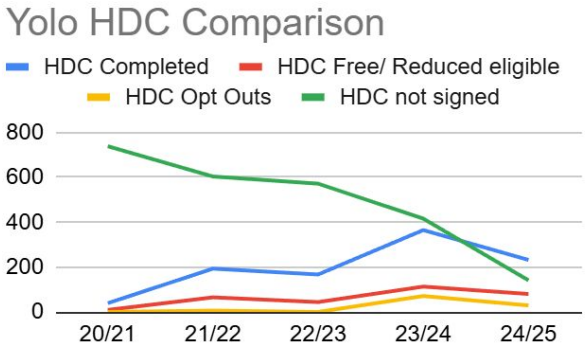
Our Marketing and Engagement department collaborated to celebrate our Class of 2025 on our Compass Facebook page!

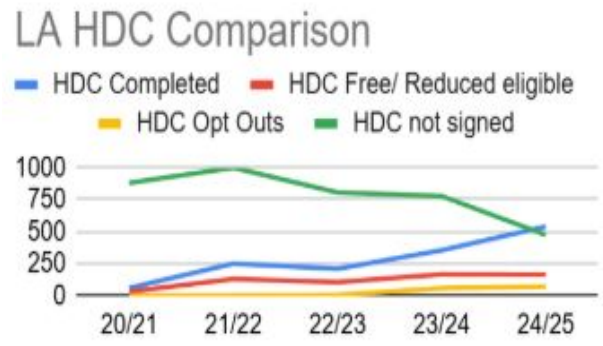


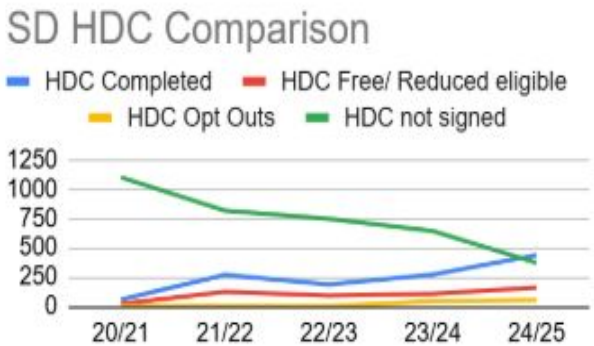
Household Data Collection Forms

These forms (also referred to as alternative income forms) are completed annually by families to report household income levels. The data helps determine eligibility for programs tied to the **LCFF (Local Control Funding Formula)** and supports services for scholars who may qualify under **USDA federal poverty guidelines** (e.g., free/reduced-price lunch).

Goal: Increase form completion rates to better identify eligible scholars and secure appropriate funding.
Progress: We saw improved completion rates this year in both **CCS of Los Angeles** and **CCS of San Diego**.







Other significant highlights

- We implemented an AI chatbot feature on our website this year. ChatBot reporting is now live– monthly reports show that parents are really engaging with this feature! Top 3 searches are Enrollment counties, funds, and academic calendar.
- Achieved **100% compliance** with transcript and records requests during the most recent internal audit, demonstrating our commitment to accuracy, timeliness, and regulatory standards.
- This year, we saw a significant boost in efficiency—with the majority of our supervising teachers submitting attendance ahead of schedule. Their commitment has enabled us to meet critical state-imposed deadlines, improve data accuracy, and more effectively support our scholars in real time.

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Thank you.

Questions & Comments.

Coversheet

COO Budget Presentation

Section: X. Operations Division
Item: J. COO Budget Presentation
Purpose: FYI
Submitted by:
Related Material: Compass Charter Schools 2025-26 Initial (2).pdf

COMPASS CHARTER SCHOOLS

THE GOLD STANDARD IN VIRTUAL EDUCATION

2025-26 Initial

Budget

"Don't tell me what you value, show me your budget, and I'll tell you what you value"
- Joe Biden



What is a school **Budget?**

The budget is the guiding financial plan for meeting our goals and objectives for the year.

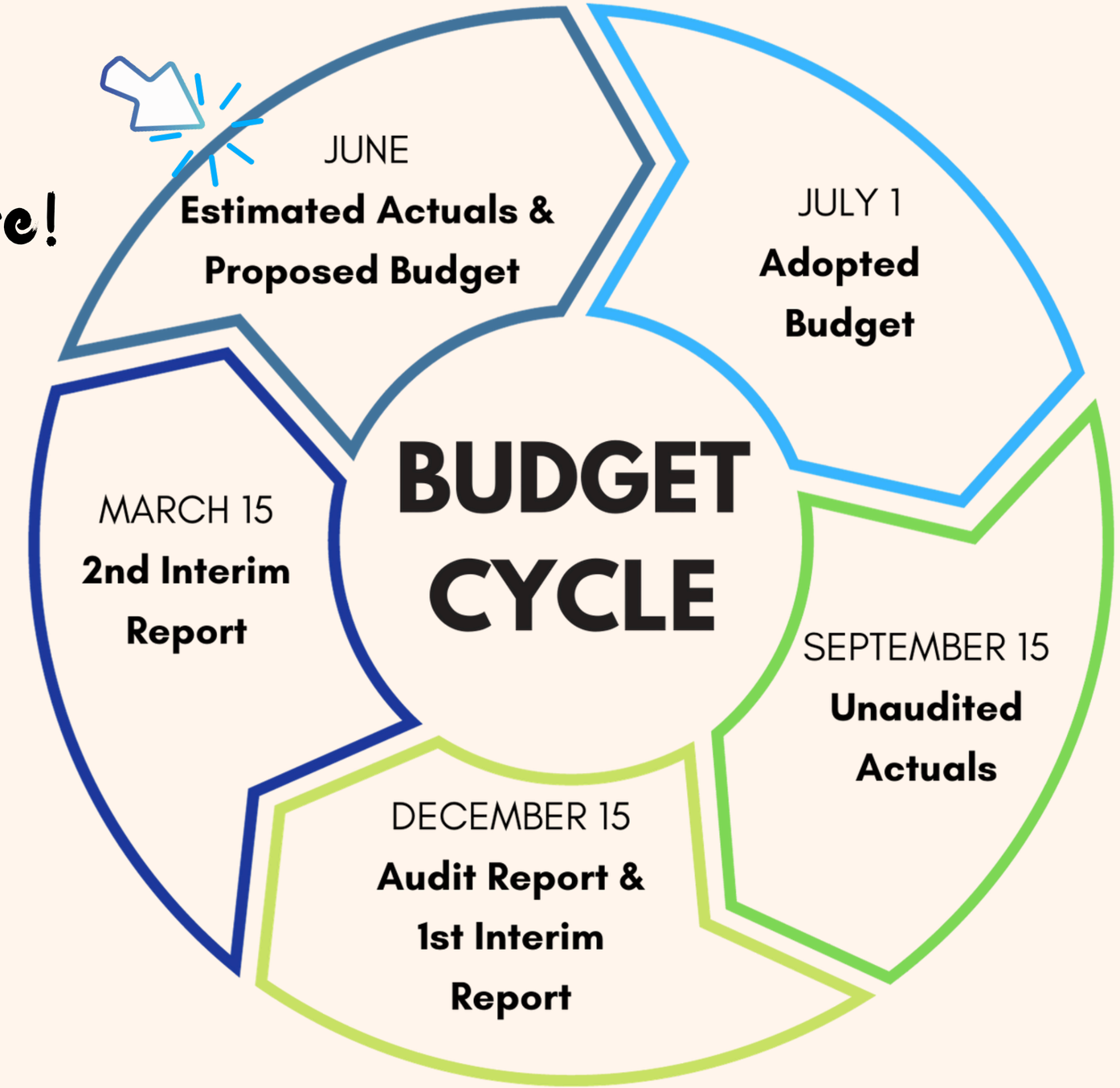
It represents the estimated income/revenue we will receive, the maximum expenditures authorized by the board, and the balance (negative or positive) at the end of the year.



Key Points

- Local budgets change and need to be revised
- The budget should reflect our goals and the implementation of the **LCAP**
- The budget should be balanced
- Defecits NEED to be explained

We Are Here!


JUNE
Estimated Actuals &
Proposed Budget
JULY 1
Adopted
Budget
BUDGET
CYCLE
SEPTEMBER 15
Unaudited
Actuals
DECEMBER 15
Audit Report &
1st Interim
Report
MARCH 15
2nd Interim
Report



Budgeting is Based on **Multi-Year Projections (MYP)**

- Compass must have the ability to accurately reflect its net ending balance and maintain a **reserve for economic uncertainties** throughout the budget monitoring process.

- The long-term impact of current decisions must be assessed and must be multi-year planned (current plus two years).

- The Compass COO and cabinet review the budget to detect early discrepancies between the budgeted and actual revenues and expenses. A poor decision now could have negative impacts in the out years.

How is Compass Funded?

There are THREE main funding sources: State, Local, and Federal Dollars.

Proposition 98, passed by voters in 1998, continues to drive the amount of overall funding the state sends to our K-12 schools and community colleges each year. Proposition 98 uses a complex formula to set a minimum funding level (about 40% of state revenues) that ideally scales with the economy.

In California, our state's revenues are the largest contributor to our revenue and rely mainly on income taxes.



How is our allocation determined?



California uses a formula created to ensure that local educators, leaders, and their communities are best equipped to address the needs of their students.

This is called the Local Control Funding Formula or LCFF. This determines how much STATE REVENUE we receive.

Attendance/ADA

California's funding formula is based on allocating funding on the basis of attendance.

In effect, we only receive funds for the number of scholars who "show up" on a given day, not the total number of scholars we have enrolled.

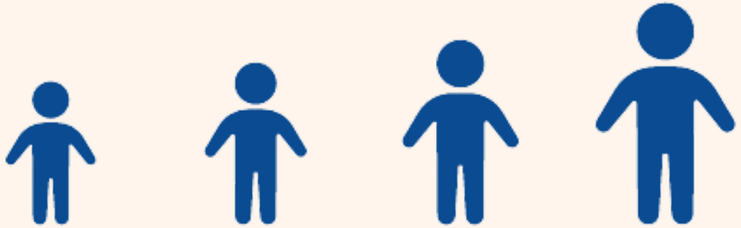
How LCFF funds districts

Per student base amount



All districts receive a **BASE GRANT** for each student. The Base Grant is larger for grades 9-12 than for other grades.

Adjustments



Grade TK/K3	Grade 4-6	Grade 7-8	Grade 9-12
$10,951	**$10,069**	**$10,367**	**$12,327**



If more than 55% of children in the district are higher needs, the district receives an extra 65% of the base grant for each student beyond the 55% threshold. This is called a **CONCENTRATION GRANT**. These grants recognize that it costs school districts more to effectively address the challenges of high-needs students concentrated in high-poverty communities.

$$

Districts receive an additional 20% **SUPPLEMENTAL GRANT** per student for students with higher needs.

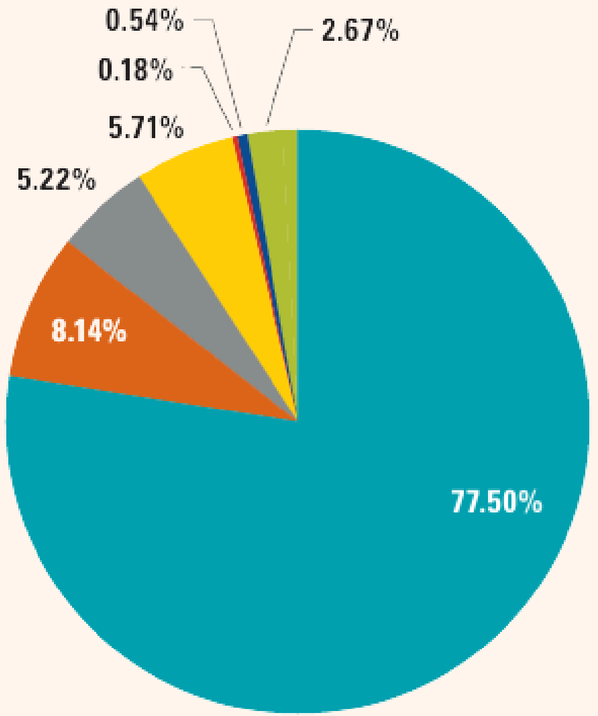
How much funding does California receive from the federal government?

Federal funds accounted for 12% of K–12 funding in 2020–21 and 7% in 2022–23. In most non-recession years, the federal share is between 6% to 9%.

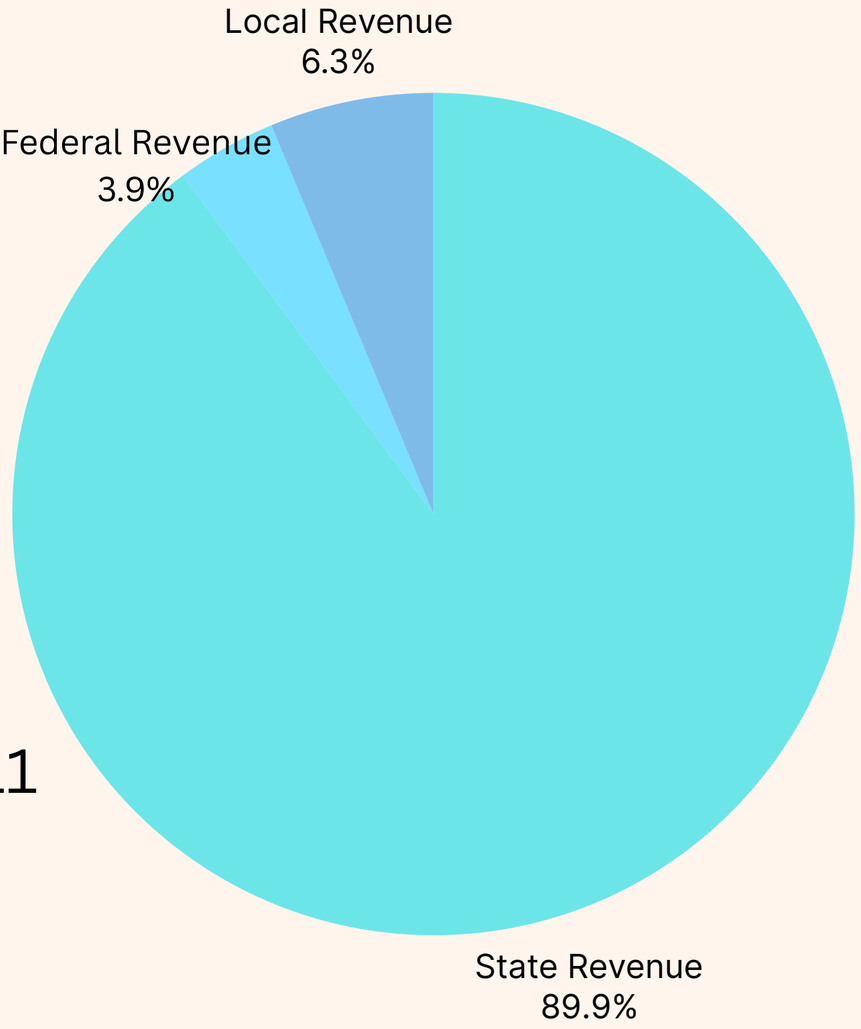
2022-23 Federal Fund allocation to California schools

Dollars in millions

Title I	$2,076.00
Title II	$218.04
Title III	$139.88
Title IV	$153.15
Title V	$5.01
McKinney-Vento	$14.50
21st CCLC	$53.82



2025-26 Compass Revenue





State = $29,453,190

Local = $2,061,017

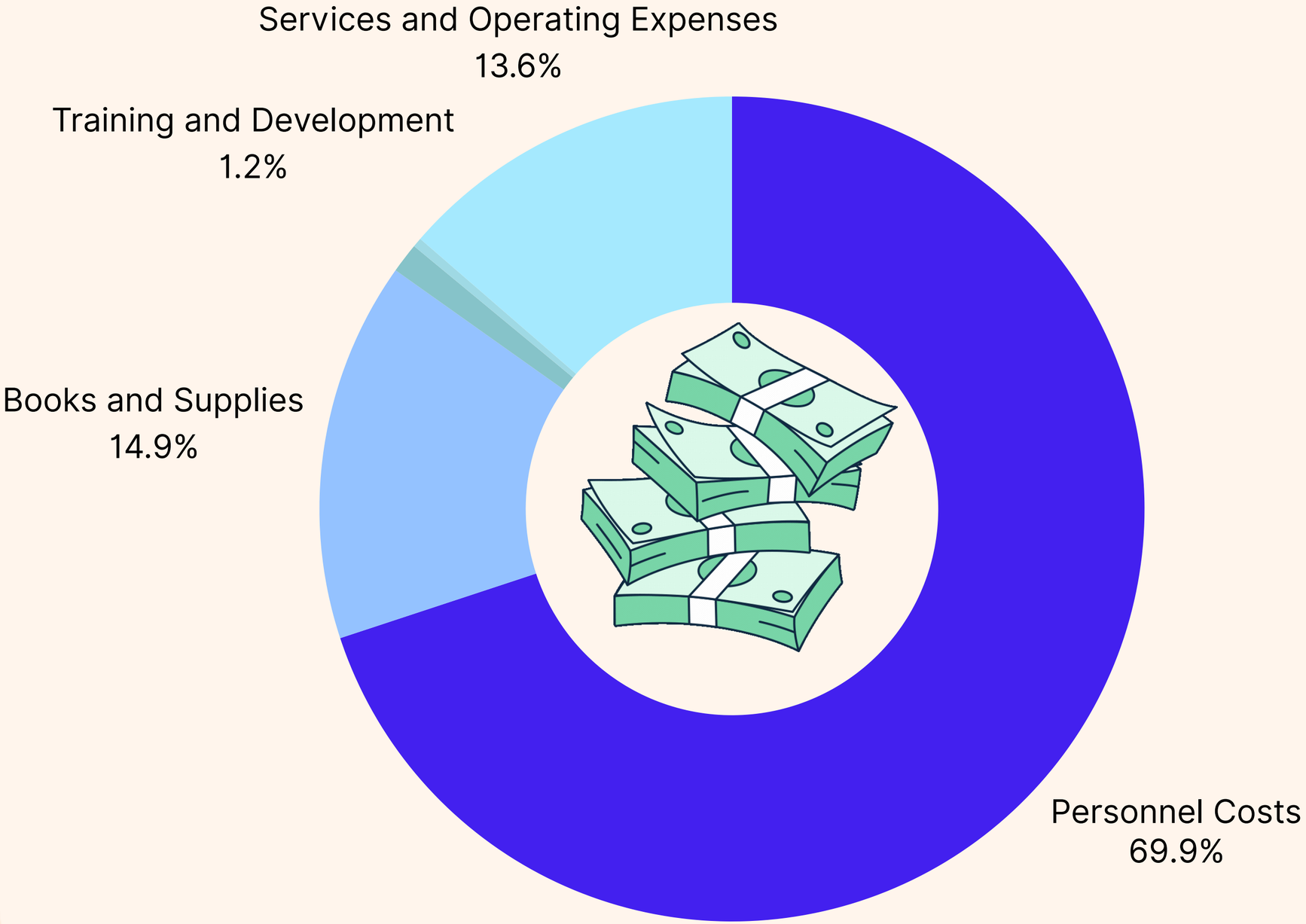
Federal = $1,264,422

Projected enrollment = 2,311 Scholars

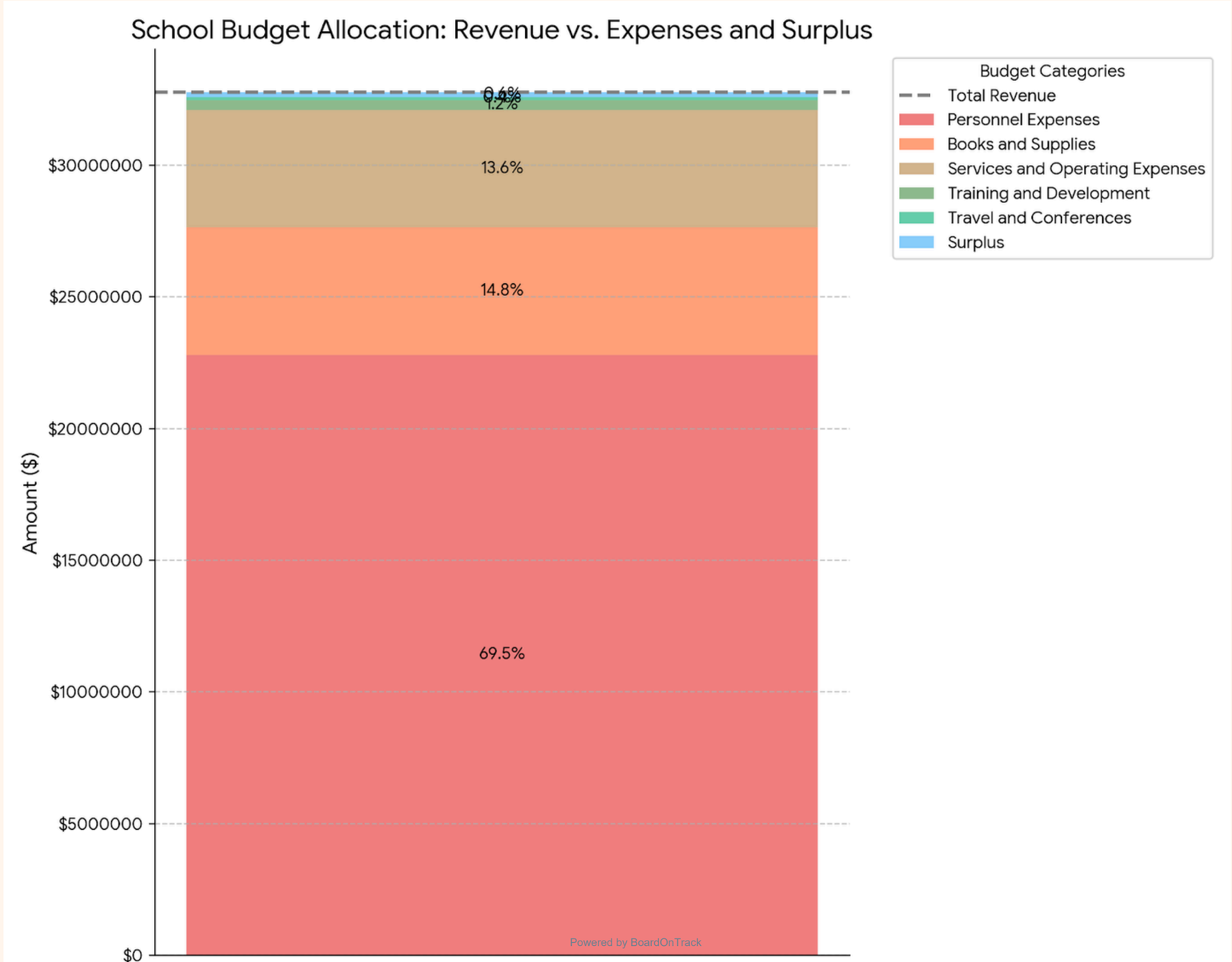
&

Projected ADA = 2,173.39

What are our **main expenditures in 25-26?**



How do expenditures compare to revenue?



Challenges vs Wins

Challenges

- A decrease in enrollment and ADA decreased our total revenue for 25-26
- A large portion of our 1x funds will expire in June 2026
- State revenues exceeded expectations but are offset by a bleak economic outlook tied to trade policy and trends.
- The state has a $12 billion deficit that will make the next few years challenging (total budget, not necessarily in education)
- The large deficit could impact the State's ability to fund COLA in the next few years.

Wins!

- We continue to maintain our 10% reserve requirement
- Positive ending fund balance, we are currently not deficit spending
- With positive cash flow, we can meet all our financial obligations
- Able to meet a 2.5% step increase for all employees for 25-26
- Education remains a top priority for the current Governer's administration



Thank You **For Your Attention**



Chief Operations Officer

Dr. Danielle Gamez

DGAMEZ@COMPASSCHARTERS.ORG

Coversheet

People Division Update

Section: XI. People Division
Item: A. People Division Update
Purpose: FYI
Submitted by:
Related Material: People Division Report - June 2025.pdf
CCS Additions Report - June 2025.pdf
CCS Terminations Report - June 2025.pdf

People Division Report

June 21, 2025

As we conclude the 2024–25 school year, the Human Resources and Training and Development departments are proud to share key accomplishments, ongoing initiatives, and forward-looking strategies that support Compass Charter Schools' mission and values.

This year, both teams worked in close alignment to enhance employee experience, strengthen organizational culture, and ensure that our systems, practices, and programs remain responsive, sustainable, and grounded in continuous improvement. From refining our evaluation processes and strengthening our benefits strategy, to deepening professional learning through trust-based leadership development, restorative practices, and conflict resolution tools—our focus has remained on building capacity, promoting equity, and supporting the growth and engagement of all Compass staff.

The updates that follow highlight major milestones achieved in 2024–25 and outline the priorities that will guide our work in the year ahead.

Human Resources

Staffing & Recruitment: The Human Resources team remains dedicated to addressing our current staffing needs. Currently, our efforts are concentrated on filling the following vacancies for the upcoming school year:

- Open Positions:
  - Educational Specialists (2)
  - Speech and Language Pathologist Coordinator (1)
  - Speech and Language Pathologist (4)
  - Speech and Language Pathologist Assistant (2)

Resources Information System (HRIS) Update: In partnership with the Payroll department, Human Resources continues to support the organization’s transition from ADP to Paylocity. We have actively participated in payroll module implementation meetings and recently held our initial kickoff for the HR-specific components of the system.

As we move into the next phase, we are aligning our current HR processes with Paylocity’s platform and have begun migrating key onboarding materials. This includes job descriptions, new hire documents, Compass branding elements, benefits data, and screening questions. These foundational steps are part of our broader efforts to configure the system’s talent management, recruitment, and onboarding features.

This transition represents an important opportunity to streamline workflows, improve the employee experience, and create a more integrated and efficient system to support staff throughout the employee lifecycle.

2025-26 School Year Preparations: The Human Resources team has prepared the following documents for the board's review and/or approval.

- **Employee Handbook:** No additional updates have been made beyond the changes previously approved in January 2025.

- **Staff Calendars:** Staff Calendars: Finalized staff calendars have been developed based on the approved Academic Calendar and include:
  - 12-month
  - 11-month (206)
  - 11-month (202)

- **Staff Salary Schedules:** The proposed salary schedules reflect a thoughtful balance between the projected state budget and the long-term sustainability of Compass's operating budget. While the organization is unable to implement the additional 1% cost-of-living adjustment (COLA) for the upcoming year, those funds are being directed to ensure we can continue to offer longevity stipends to eligible staff for the 2025–26 school year.

  We appreciate the Board's continued partnership as we work to recognize and support the valuable contributions of our staff.

Salary Memos: In alignment with our annual processes, salary memos for the 2025-26 school year will be generated and shared with staff upon approval of our operating budget and salary schedules. Memos will be released before the conclusion of the current school year.

Future Benefits Planning: Following our initial meeting with our benefits brokers and the review of the 2024–25 Employee Benefits Survey—completed by 104 staff members—we continue to assess opportunities to improve our benefits offerings. Staff feedback was generally positive, with appreciation for the flexibility, affordability, and comprehensiveness of our current plans, particularly the Kaiser options. However, concerns were noted around out-of-pocket costs, provider access, and perceptions of equity in our contribution structure.

Since that time, we have expanded our exploration by meeting with additional insurance brokers to begin developing a strategic plan to market Compass to medical providers for the 2026 plan year. This includes:

- Evaluating alternative Joint Powers Authority (JPA) options;
- Exploring the feasibility of moving direct to carrier to potentially lower costs and streamline services;
- Assessing the addition of a Flexible Spending Account (FSA) to provide more financial planning tools for employees; and
- Considering new voluntary benefit offerings, such as pet insurance.

Training & Development

Staff Growth and Development Plan: Staff Growth and Development Plans have concluded for the 2024-25 school year. Our celebration of learning took place during our final Town Hall on May 28, 2025, where teams were able to share their successes with the organization.

Staff Evaluations: Since our last update, the staff evaluation cycle for the 2024–25 school year has concluded. As part of our continuous improvement efforts, we will be gathering feedback on the current evaluation process to inform future refinements, particularly as we prepare for the transition to a new Human Resources Information System (HRIS).

We are also planning to engage directors in a feedback discussion during the upcoming leadership meeting with the Superintendent's Cabinet. This input will be instrumental in shaping a more streamlined and effective evaluation process moving forward.

Riverside County Office of Education - CTI Program: The 2024–25 school year cohort has completed its cycle in partnership with the Riverside County Office of Education. We extend our heartfelt congratulations to Siobhann Shore and Jessica White for completing all course requirements. We also extend our sincere gratitude to our dedicated volunteer coaches, Elise D'Agostin and Rebecca McFarlane, for their support and mentorship throughout the program.

Looking ahead, we are excited to continue supporting staff on their credentialing journey. We plan to offer the opportunity to participate in the CTI program for those seeking to clear a preliminary credential during the 2025–26 school year, with enrollment opening in the fall.

Professional Development: Training and Development concludes the 2024–25 school year in alignment with Compass Charter Schools' overarching vision for professional learning. This year's efforts were anchored in our Three Pillars of professional development—Trust and Inspire, SDI, and Restorative Practices—and served as a foundation for continued growth in the 2025–26 school year.

Pillar One – Trust and Inspire: Over the past two years, Compass management teams have engaged with Franklin Covey's Trust Principles, establishing a common framework for cultivating trust and accountability across the organization. This year, leadership of the Trust program transitioned to our Training and Development Manager, Debra LaCroix, who is certified in Franklin Covey's Speed of Trust. Debra led the last two management sessions and will continue to deepen this work using Compass-specific data to tailor the learning experience and highlight how trust directly influences outcomes across roles and teams.

To kick off the 2025–26 school year, Debra will lead a Trust-focused session at our August Conference, further embedding the Trust and Inspire model into our leadership practices.

In addition, Debra introduced the Crucial Conversations framework to staff this year, aimed at building stronger communication and problem-solving skills. Two sessions have been offered to date, with additional training scheduled for the August Conference. That session will guide staff in identifying key facts, preparing for high-stakes conversations, and using a structured protocol to engage productively, even in challenging situations. A breakout session will follow to allow hands-on practice of these skills.

Pillar Two - Strength Deployment Inventory (SDI): The SDI continues to serve as a valuable team-building and conflict-resolution tool across the organization. It has been particularly effective in onboarding new leaders, helping them understand team dynamics and motivational values, and supporting smoother transitions.

Looking ahead, an All-Staff session at the August Conference will introduce the SDI Exit Model, developed by Dr. John Spencer. This model explores the ways individuals may become stuck in unproductive conflict patterns and offers actionable strategies for returning to resolution-focused thinking. This session will support staff in managing interpersonal dynamics with increased awareness and intention.

Pillar Three - Restorative Practices: This year marked the introduction of Restorative Practices across Compass as part of our strategy to support a positive, inclusive culture and to align with our Wildly Important Goals (WIGs). Restorative Circles were introduced in three formats:

- Community-Building Circles – foster connections through shared experiences
- Climate Circles – address emerging concerns in team or organizational climate
- Harm Circles – facilitate carefully prepared dialogue to repair relationships and rebuild trust

Our 2024–25 goal was to ensure that every team participated in at least one Community-Building Circle, laying a strong foundation for deeper restorative work. Eight Climate Circles were also facilitated to address timely challenges, with feedback shared directly with leadership. Our first Harm Circle was completed with strong outcomes, demonstrating the model's potential impact.

Additional Restorative Circles will be offered at the August Conference, continuing this important work into the new school year.

A monthly Professional Learning Calendar will be completed for the 2025-26 school year. In addition, two All-Staff In-Service Sessions will be offered. Their focus is still under development.

Organizational changes have transpired since the last board of directors meeting. *Please see the enclosed worksheets titled CCS Additions Report and CCS Terminations Report.*

2024-25 Employee Additions Report
5/1/2025 - 6/17/2025

Company Code	Payroll Name	File Number	Job Title	Hire Date	Rehire Date	Years of Service	Hire Source	Education Level
43S	Moran, Rosalinda	478537	Supervising Teacher	05/19/2025		0 year, 0 month		
43S	Rodriguez, Rebecca	478538	Community Relations Coordinator	06/10/2025		0 year, 0 month		
Report Total		2						

Count of Employees in Report	2

2024-25 Employee Terminations

5/1/2025 - 6/17/2025

CO CODE	POSITION ID	NAME	HOME DEPARTMENT	JOB TITLE	HIRE DATE	TERMINATION DATE	REASON	YEARS OF SERVICE	REPORTS TO
43S	43S007259 USA	Guy, Hilary	001145 - Special Education	126 - Educational Specialist	05/06/2024	06/17/2025	R - Resigned	1:1	Jeffries, Lauren
43S	43S260904 USA	Richardson, Jeanne	000119 - San Diego	160 - Supervising Teacher	01/06/2020	06/17/2025	R - Resigned	5:5	Bee, Jason
43S	43S421995 USA	White, Jessica	000101 - Academic	126 - Educational Specialist	10/04/2021	06/17/2025	R - Resigned	3:8	Sharma, Leslie
Report Totals:	Count Of Employees In Report:3								

Coversheet

2025-26 Employee Handbook

Section:	XI. People Division
Item:	B. 2025-26 Employee Handbook
Purpose:	Vote
Submitted by:	
Related Material:	2025-26 Compass Employee Handbook.pdf 2025-26 Employee Handbook Changes.pdf

Employee Handbook
2025-26

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http://www.compasscharters.org

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ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

PLEASE READ THE EMPLOYEE HANDBOOK AND SUBMIT A SIGNED COPY OF THIS STATEMENT TO THE HUMAN RESOURCES DEPARTMENT.

EMPLOYEE NAME:

I ACKNOWLEDGE that I have received a copy of the Employee Handbook. I have read and understood the contents of the Handbook, and I agree to abide by its directions and procedures. I have been given the opportunity to ask any questions I might have about the policies in the Handbook. I understand that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Handbook. I also understand that if I am ever unclear on any language, or policies and procedures in this Handbook, it is my responsibility to seek clarification from the School.

I understand that the statements contained in the Handbook are guidelines for employees concerning some of the School's policies and benefits, and are not intended to create any contractual or other legal obligations or to alter the at-will nature of my employment with the School. In the event I do have an employment contract which expressly alters the at-will relationship, I agree to the foregoing except with reference to an at-will employment status.

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by the School.

I understand that other than the Superintendent & CEO of the School, no person has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the Superintendent & CEO has the authority to make any such agreement and then only in writing signed by the Superintendent & CEO.

Employee's Signature: _____ Date: _____

Please sign/date and return the electronic acknowledgment form to Human Resources. Retain this Handbook for your reference.

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ACCEPTABLE USE POLICY AND AGREEMENT

The Board of Directors of Compass Charter Schools finds that new technologies are modifying the way in which information may be accessed, communicated and transferred. Those changes also alter instruction and scholar learning. The Charter School offers staff and scholars access to technologies that may include reimbursement of Internet access, electronic mail, and equipment, such as computers, tablets, or other multimedia hardware. By its adoption of this Policy, the Board intends that technological resources provided by the Charter School be used in a safe, responsible, and proper manner in support of the instructional program and for the advancement of scholar learning.

Educational Purpose

Use of the school's equipment and access to the Internet via school equipment and resource networks is intended to serve and pursue educational goals and purposes. Staff and scholar use of the Internet is therefore limited to only those activities that further or enhance the delivery of education. Staff have a duty to use Charter School resources only in a manner specified in the Policy.

"Educational purpose" means classroom activities, research in academic subjects, career or professional development activities, School approved personal research activities, or other purposes as defined by the CCS from time to time.

"Inappropriate use" means a use that is inconsistent with an educational purpose or that is in clear violation of this policy and the Acceptable Use Agreement.

Notice and Use

The Charter School shall notify employees and scholars about authorized uses of Charter School computers, user obligations and responsibilities, and consequences for unauthorized use and/or unlawful activities.

Before an employee is authorized to use the Charter School's technological resources, they shall sign and return the Acceptable Use Agreement specifying user obligations and responsibilities.

Safety

The Charter School shall ensure that all Charter School computers with Internet access have a technology protection measure that blocks or filters Internet access to websites that have no educational purpose and/or contain visual depictions that are obscene, constitute child pornography, or that are harmful to minors. While the Charter School is able to exercise reasonable control over content created and purchased by the school, it has limited control over content accessed via the internet and no filtering system is 100% effective. The school shall not be responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes, misuse or negligence.

To reinforce these measures, the Superintendent & CEO or designee shall implement rules and procedures designed to restrict access to harmful or inappropriate matter on the Internet and to ensure that staff and scholars do not engage in unauthorized or unlawful online activities. Staff shall monitor scholars while they are using online services and may have teacher aides, scholar aides, and volunteers assist in this monitoring.

The Superintendent & CEO or designee also shall establish regulations to address the safety and security of scholars and scholar information when using email, chat rooms, and other forms of direct electronic communication.

The Superintendent & CEO or designees shall provide age-appropriate instruction regarding safe and appropriate behavior on social networking sites, chat rooms, and other Internet services. Such instruction shall include, but not be limited to, maintaining the scholar's online reputation and ensuring their personal safety by keeping their personal information private, the dangers of posting personal information online, misrepresentation by online predators, how to report inappropriate or offensive content or threats, behaviors that constitute cyberbullying, and how to respond when subjected to cyberbullying as defined in the Charter School's charter. Staff and scholars are expected to follow safe practices when using school technology.

Staff and scholars shall not use the Internet to perform any illegal act or to help others perform illegal acts. Illegal acts include, but are not limited to, any activities in violation of local, state, and federal law and/or accessing information designed to further criminal or dangerous activities. Such information includes, but is not limited to, information that if acted upon could cause damage, present a danger, or cause disruption to the Charter School, scholars, staff, or the community. Damaging, debilitating or disabling computers, computer networks or systems through the intentional or overuse of electronic distribution or the spreading of computer viruses or other harmful programs shall be prohibited. Any unauthorized online access to other computers by means of hacking into other computers, downloading hacker tools such as port scanners and password crackers designed to evade restrictions shall also be strictly prohibited.

Staff and scholar use of Charter School computers to access social networking sites is not prohibited, but access is limited to educational purposes only. To the extent possible, the Superintendent & CEO or designee shall block access to such sites on Charter School computers with Internet access.

The Superintendent & CEO or designee shall oversee the maintenance of the school's technological resources and may establish guidelines and limits on their use. All employees shall receive a copy of this policy and the accompanying Acceptable Use Agreement describing expectations for appropriate use of the system and shall also be provided with information about the role of staff in supervising scholar use of technological resources. All employees shall comply with this policy and the Acceptable Use Agreement, in addition to any separate policies governing employee use of technology.
Staff and scholar use of Charter School's computers, networks, and Internet services is a privilege, not a right. Compliance with the Charter School's policies and rules concerning computer use is mandatory. Staff who violate these policies and rules may be subject to discipline, including but not limited to termination.

ACCEPTABLE USE AGREEMENT
The School believes that providing access to technology enhances the educational experience for scholars. However, scholar use of CCS computers, networks, and Internet services is a privilege, not a right. To make that experience successful for everyone, scholars must abide by the following terms and conditions:

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1. **Security.** Staff and scholars shall not impair the security of Charter School technology resources. Staff and scholars are expected to:
    a. Safeguard all personal passwords. Scholars should not share passwords with others and should change passwords frequently. Scholars are expected to notify an administrator immediately if they believe their scholar account has been compromised.
    b. Access technology only with their account or with a shared account as directed by their teacher and not to allow others to use their account or to use the accounts of others, with or without the account owner's authorization.
2. **Authorized Use.** Scholars may use School technology resources when directed by a teacher, when technology has been designated for open staff and scholar use (e.g., computers in the library), and for other educational purposes.
3. **Protection Measures.** While the School is able to exercise reasonable control over content created and purchased by the School, it has limited control over content accessed via the internet and no filtering system is 100% effective. Neither the School nor its staff shall be responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes, misuse or negligence. Staff, parents and scholars agree not to hold the Charter School or any it's staff responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes, misuse or negligence. They also agree to indemnify and hold harmless the Charter School and Charter School personnel for any damages or costs incurred.
4. **Inappropriate Use.** School technology, hardware, software and bandwidth are shared and limited resources and all users have an obligation to use those resources responsibly. Scholars are provided access to the Charter School technology primarily for educational purposes. Scholars shall not use Charter School technology or equipment for personal activities or for activities that violate Charter School policy or local law. These include but are not limited to:
    a. Playing games or online gaming.
    b. Downloading software, music, movies or other content in violation of licensing requirements, copyright or other intellectual property rights.
    c. Installing software on school equipment without the permission of a supervising teacher or other authorized school staff person.
    d. Downloading, viewing or sharing inappropriate content, including pornographic, defamatory or otherwise offensive material.
    e. Conducting any activity that is in violation of Charter School policy or local, state or federal law.
    f. Engaging in any activity that is harmful to other scholar(s), including the use of technology to harass, intimidate, bully or otherwise disrupt the educational process.
    g. Conducting for-profit business.
    h. Using hacking tools on the network or intentionally introducing malicious code or viruses into the Charter School's network.
    i. Using any software or proxy service to obscure either the scholar's IP address or the sites that the scholar visits.
    j. Disabling, bypassing, or attempting to disable or bypass any system monitoring, filtering or other security measures.
    k. Accessing or attempting to access material or systems on the network that the scholar is not authorized to access.

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5. **No Expectation of Privacy.** Staff and scholars acknowledge that computer equipment, Internet access networks, email accounts, and any other technology resources are owned by the school and provided to scholars for educational purposes. The school may require staff to monitor and supervise all access to computer equipment, Internet access networks, and email accounts. To facilitate monitoring of activities, computer screens may be positioned so that they are visible to the staff member supervising the scholars. The school reserves the right to access stored computer records and communications, files, and other data stored on school equipment or sent over schoolnet works. Such communications, files, and data are not private and may be accessed during routine system maintenance; during inspection of Charter School equipment at the end of the school year/term or agree to use period; and review of individual files or monitoring of individual activity when there is a reasonable suspicion that the scholar is engaging in an inappropriate use.
6. **Disruptive Activity.** Scholars should not intentionally interfere with the performance of the Charter School's network or intentionally damage any Charter School technology resources.
7. **Unauthorized Networks.** Scholars may not create unauthorized wireless networks to access the Charter School's network. This includes establishing wireless access points, wireless routers and open networks on personal devices.
8. **Consequences of Inappropriate Use.** Scholars who violate this Agreement will be subject to discipline, which may include loss of access to Charter School technology resources and/or other appropriate disciplinary or legal action in accordance with the Charter School Policy and applicable laws.
9. **Technology Systems/Equipment Care.** Scholars are not permitted to have food or drink near computers/other technology and must keep equipment and assigned areas free of vandalism.

As a user of Charter School technologies, I have read of the school's Technology Policy and herby agree to comply with it and the Acceptable Use Agreement.

I understand that computer use is a privilege and not a right. I understand that if I violate this policy in any way, I will be subject to disciplinary action and possible termination

---

FOR SCHOOL EMPLOYEES ONLY

I have read, understand and agree to abide by the Policy and the Acceptable Use Agreement. I understand that the school's policies, procedures, rules, and regulations which apply to scholars also apply to me as an employee and adult user of the school's technology, in addition to any separate policies governing employee use of technology.

Employee's Name: _____

Employee's Signature: _____ Date: _____

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INTRODUCTION TO THE HANDBOOK

This Handbook is designed to help employees get acquainted with Compass Charter Schools (hereinafter referred to as “CCS” or the “School”). It explains some of our philosophies and beliefs, and describes some of our employment guidelines in general terms. Although this Handbook is not intended to be an exclusive or comprehensive policies and procedures manual, we hope that it will serve as a useful reference document for employees throughout their employment at the School. Employees should understand, however, that this Handbook is not intended to be a contract (express or implied), nor is it intended to otherwise create any legally enforceable obligations on the part of the School or its employees. In no way does the Handbook replace any official plan documents (e.g., health insurance, retirement plan, etc.) or insurance contracts, which will govern in all cases. This Handbook supersedes and replaces all previous personnel policies, practices, and guidelines.

Due to the fact that the School is a growing and changing organization, it reserves full discretion to add to, modify, or delete provisions of this Handbook, or the policies and procedures on which they may be based, at any time without advance notice. CCS also reserves the right to interpret any of the provisions set forth in this Handbook in any manner it deems appropriate.

No individual other than the Superintendent & CEO or Board of Directors has the authority to enter into any employment or other agreement that modifies School policy. Any such modification *must* be in writing.

This Handbook is the property of the School, and it is intended for personal use and reference by employees of the School. Circulation of this Handbook outside of the School requires the prior written approval of the Superintendent & CEO.

Employees must sign and date the acknowledgment form at the beginning of this Handbook, please complete the electronic acknowledgment form via the Human Resources Information System (HRIS), PAYLOCITY. This will provide the School with a record that each employee has received this Handbook.

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CONDITIONS OF EMPLOYMENT

Equal Employment Opportunity Is Our Policy

CCS is an equal opportunity employer. It is the policy of the School to afford equal employment and advancement opportunity to all qualified individuals without regard to:

- Race (including traits historically associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists);
- Color;
- Gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned);
- Sex (including reproductive health decision-making, pregnancy, childbirth, breastfeeding, and medical conditions related to such);
- Sex stereotype (including an assumption about a person's appearance or behavior, gender roles, gender expression, or gender identity, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex);
- 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 and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law);
- Physical or mental disability (including HIV and AIDS);
- Medical condition (including cancer and genetic characteristics);
- Taking of a leave of absence pursuant to the Family Medical Leave Act ("FMLA"), Pregnancy Disability Leave ("PDL") law, Americans with Disabilities Act ("ADA"), California Family Rights Act ("CFRA"), the Fair Employment and Housing Act ("FEHA"), or laws related to domestic violence, sexual assault and stalking;
- Genetic information;
- Sexual orientation;
- Military and veteran status; or
- Any other consideration made unlawful by federal, state, or local laws.

This policy extends to all job applicants and employees and to all aspects of the employment relationship, including the hiring of new employees and the training, transfer, promotion, discipline, termination, compensation, and benefits of existing employees.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the School will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact a School representative with day-to-day personnel responsibilities and request such an accommodation. The individual with the disability should specify what accommodation he or she

needs to perform the job, or if unknown, what job duties the disability impairs. CCS will then conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform the job. CCS will identify possible accommodations if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, the School will make the accommodation.

Employment At-Will

Except if stated expressly otherwise by an employment contract, it is the policy of the School that all employees are considered “at-will” employees of the School. Accordingly, either the School or the employee can terminate this relationship at any time, for any reason, with or without cause, and with or without advance notice.

Nothing contained in this Handbook, employment applications, School memoranda or other materials provided to employees in connection with their employment shall require the School to have “cause” to terminate an employee or otherwise restrict the School’s right to release an employee from their at-will employment with the School. Statements of specific grounds for termination set forth in this Handbook or elsewhere are not all-inclusive and are not intended to restrict the School’s right to terminate at-will. No School representative, other than the Board of Directors or its designee, is authorized to modify this policy for any employee or to make any representations to employees or applicants concerning the terms or conditions of employment with the School that are not consistent with the School’s policy regarding “at-will” employment.

This policy shall not be modified by any statements contained in this Handbook or employee applications, School memoranda, or any other materials provided to employees in connection with their employment. Further, none of those documents whether singly or combined, or any employment practices, shall create an express or implied contract of employment for a definite period, nor an express or implied contract concerning any terms or conditions of employment.

Child Abuse and Neglect Reporting

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

CCS will provide annual training on the mandated reporting requirements, using the online training module provided by the State Department of Social Services, to employees who are mandated reporters. Mandated reporter training will also be provided to employees hired during the course of the school year. This training will include information that failure to report an incident of known or reasonably suspected child abuse or neglect, as required by Penal Code section 11166, is a misdemeanor punishable by up to six (6) months confinement in county jail, or by a fine of one thousand dollars ($1,000), or by both that imprisonment and fine.

All employees required to receive mandated reporter training must provide proof of completing the training within the first six (6) weeks of each school year or within the first six (6) weeks of that employee's employment.

By acknowledging receipt of this Handbook, employees acknowledge they are childcare custodians and are certifying that they have knowledge of California Penal Code section 11166 and will comply with its provisions.

Criminal Background Checks

As required by law, all individuals working or volunteering at the School will be required to submit to a criminal background investigation. No condition or activity will be permitted that may compromise the School's commitment to the safety and the well-being of scholars taking precedence over all other considerations. Conditions that preclude working at the School include conviction of a controlled substance or sex offense, or a serious or violent felony. Similarly, convictions involving crimes of moral turpitude (e.g., fraud), child abuse or neglect, violence, or any offense which may make the employee unsuitable/undesirable to work around students may also serve as a bar to employment at the School. Additionally, should an employee, be arrested for, charged with, or convicted of any offense during his/her employment with the School, the employee must immediately report as much to the Chief People Officer.

Tuberculosis Testing

All employees of the School must submit written proof from a health care provider of a risk assessment examination for tuberculosis (TB) within the last sixty (60) days. If TB risk factors are identified, a physician must conduct an examination to determine whether the employee is free of infectious TB. The examination for TB consists of an approved TB test, which, if positive, will be followed by an x-ray of the lungs, or in the absence of skin testing, an x-ray of the lungs. All employees will be required to undergo TB risk assessments and, if risk factors are found, the examination at least once every four (4) years. Volunteers may be required to undergo a TB examination as necessary. The TB risk assessment and, if indicated, the examination is a condition of initial employment with the School and the cost of the exam will be borne by the applicant.

Food handlers may be required to have annual TB exams. Documentation of employee and volunteer compliance with TB risk assessments and examinations will be kept on file in the office. This requirement also includes contract food handlers, substitute teachers, and student teachers serving under the supervision of an educator. Any entity providing scholar services to the School will be contractually required to ensure that all contract workers have had TB testing that shows them to be free of active TB prior to conducting work with School scholars.

Immigration Compliance

CCS will comply with applicable immigration law, including the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990. As a condition of employment, every individual must provide satisfactory evidence of his or her identity and legal authority to work in the United States. However, CCS will not check the employment authorization status of current employees or applicants who were not offered positions with the School unless required to do so by law.

The School shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action (*e.g.*, threatening to report the suspected citizenship or immigration status of an employee or a member of the employee's family) against any employee or applicant for employment because the employee or applicant exercised a right protected under applicable law.

Further, the School shall not discriminate against any individual because he or she holds or presents a driver's license issued per Vehicle Code § 12801.9 to persons who have not established their federally-authorized presence in the United States. Finally, in compliance with the Immigrant Worker Protection Act, the School shall not allow a federal immigration enforcement agent to enter any nonpublic areas of the School without a judicial warrant, or voluntarily give consent to an agent to access, review or obtain employee records without a subpoena or judicial warrant. If a search of employee records is authorized by a valid subpoena or judicial warrant, the School will give employees notice of the inspection both before and after it has occurred as required by law.

Employment Qualifications

CCS's certificated staff (i.e., supervising teachers, counselors, academic administrators) are required, as a condition of initial and continued employment, to hold a current California Commission on Teacher Credentialing certificate, permit, or another document equivalent to that which a teacher in other public schools would be required to hold.

It is the responsibility of each certificated staff member to ensure that all appropriate credentials and permits are cleared and/or renewed in a timely manner and remain current. Any certificated employee whose credential lapses will be placed on unpaid leave until the credential is renewed and may be terminated if the credential is not renewed in a timely manner. Upon renewal, a copy of the original document is to be submitted to the Human Resources department to be filed in the employee's personnel file.

Professional Boundaries: Staff/Scholar Interaction Policy

CCS recognizes its responsibility to make and enforce all rules and regulations governing scholar and employee behavior to bring about the safest and most learning-conducive environment possible.

<u>Corporal Punishment</u>

Corporal punishment shall not be used as a disciplinary measure against any scholar. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a scholar. For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, scholars, staff or other persons or to prevent damage to property.

For clarification purposes, the following examples are offered for direction and guidance of School personnel:

Examples of PERMITTED actions (NOT corporal punishment)

1. Stopping a scholar from fighting with another scholar;
2. Preventing a scholar from committing an act of vandalism;

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3. Defending yourself from physical injury or assault by a scholar;
4. Forcing a scholar to give up a weapon or dangerous object;
5. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.

Examples of PROHIBITED actions (corporal punishment)

1. Hitting, shoving, pushing, or physically restraining a scholar as a means of control;
2. Making unruly scholars do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment;
3. Paddling, swatting, slapping, grabbing, pinching, kicking, or otherwise causing physical pain.

Acceptable and Unacceptable Staff/Scholar Behavior

This policy is intended to guide all School faculty and staff in conducting themselves in a way that reflects the high standards of behavior and professionalism required of school employees and to specify the boundaries between scholars and staff.

Although this policy gives specific, clear direction, it is each staff member's obligation to avoid situations that could prompt suspicion by parents, scholars, colleagues, or school leaders. One viable standard that can be quickly applied, when you are unsure if certain conduct is acceptable, is to ask yourself, "Would I be engaged in this conduct if my family or colleagues were standing next to me?"

For the purposes of this policy, the term "boundaries" is defined as acceptable professional behavior by staff members while interacting with a scholar. Trespassing the boundaries of a scholar/teacher relationship is deemed an abuse of power and a betrayal of public trust.

Some activities may seem innocent from a staff member's perspective, but can be perceived as flirtation or sexual insinuation from a scholar or parent point of view. The objective of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between staff and scholars, but to prevent relationships that could lead to, or may be perceived as, sexual misconduct. Staff must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for disciplinary purposes. Thus, it is crucial that all employees learn this policy thoroughly and apply the lists of acceptable and unacceptable behaviors to their daily activities. Although sincere, competent interaction with scholars certainly fosters learning, scholar/staff interactions must have boundaries surrounding potential activities, locations and intentions.

Duty to Report Suspected Misconduct

When any employee reasonably suspects or believes that another staff member may have crossed the boundaries specified in this policy, he or she must immediately report the matter to a school administrator. All reports shall be as confidential as possible under the circumstances. It is the duty of the administrator to investigate and thoroughly report the situation. Employees must also report to the administration any awareness or concern of scholar behavior that crosses boundaries or where a scholar appears to be at risk for sexual abuse.

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Examples of Specific Behaviors
The following examples are not an exhaustive list:

Unacceptable Staff/Scholar Behaviors (Violations of this Policy)

1. Giving gifts to an individual scholar that are of a personal and intimate nature.
2. Kissing of any kind.
3. Any type of unnecessary physical contact with a scholar in a private situation.
4. Intentionally being alone with a scholar away from the school.
5. Making or participating in sexually inappropriate comments.
6. Sexual jokes.
7. Seeking emotional involvement with a scholar for your benefit.
8. Listening to or telling stories that are sexually oriented.
9. Discussing inappropriate personal troubles or intimate issues with a scholar in an attempt to gain their support and understanding.
10. Becoming involved with a scholar so that a reasonable person may suspect inappropriate behavior.

Unacceptable Staff/Scholar Behaviors without Parent and Supervisor Permission
(These behaviors should only be exercised when a staff member has parent and supervisor permission.)

1. Giving scholars a ride to/from school or school activities.
2. Being alone in a room with a scholar at school with the door closed.
3. Allowing scholars in your home.

Cautionary Staff/Scholar Behaviors
(These behaviors should only be exercised when a reasonable and prudent person, acting as an educator, is prevented from using better practices or behavior. Staff members should inform their supervisor of the circumstance and occurrence prior to or immediately after the occurrence)

1. Remarks about the physical attributes or development of anyone.
2. Excessive attention toward a particular scholar.
3. Sending emails, text messages, or letters to scholars if the content is not about school activities.

Acceptable and Recommended Staff/Scholar Behaviors

1. Getting parents' written consent for any after-school activity.
2. Obtaining formal approval to take scholars off school property for activities such as field trips or competitions.
3. Emails, texts, phone calls, and instant messages to scholars must be very professional and pertaining to school activities or classes (Communication should be limited to school technology).
4. Keeping the door open when alone with a scholar.
5. Keeping reasonable space between you and your scholars.
6. Stopping and correcting scholars if they cross your own personal boundaries.
7. Keeping parents informed when a significant issue develops about a scholar.
8. Keeping after-class discussions with a scholar professional and brief.

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9. Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries.
10. Involving your supervisor if conflict arises with the scholar.
11. Informing the Human Resources Manager about situations that have the potential to become more severe.
12. Making detailed notes about an incident that could evolve into a more serious situation later.
13. Recognizing the responsibility to stop unacceptable behavior of scholars or coworkers.
14. Asking another staff member to be present if you will be alone with any type of special needs scholar.
15. Asking another staff member to be present when you must be alone with a scholar after regular school hours.
16. Giving scholars praise and recognition without touching them.
17. Pats on the back, high fives, and handshakes are acceptable.
18. Keeping your professional conduct is a high priority.
19. Asking yourself if your actions are worth your job and career.

Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation

CCS is committed to providing a work and educational atmosphere that is free of unlawful harassment, discrimination, and retaliation. CCS's policy prohibits unlawful harassment, discrimination, and retaliation based upon race (including traits associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists); color; gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned); sex (including reproductive health decision-making, pregnancy, childbirth, breastfeeding, and related medical conditions); sex stereotype (including an assumption about a person's appearance or behavior, gender roles, gender expression, or gender identity, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex); 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 and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law); 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.

Employees, volunteers, unpaid interns, individuals in apprenticeship programs, and independent contractors shall not be harassed, or discriminated or retaliated against, based upon the characteristics noted above.

CCS does not condone and will not tolerate unlawful harassment, discrimination, or retaliation on the part of any employee (including supervisors and managers) or third party (including independent contractors or other persons with which the School does business). Supervisors and managers are to report any complaints of unlawful harassment to the Human Resources Manager.

When CCS receives allegations of unlawful harassment, discrimination, or retaliation, the Board Chair (if a complaint is about the Superintendent & CEO) or the Human Resources Manager (if the complaint

is about any other employee) will review the allegations and, if appropriate, conduct a fair, timely and thorough investigation. Investigations commenced under this policy will provide all parties an appropriate process and reach reasonable conclusions based on the evidence collected. The investigation will be handled in as confidential a manner as possible, although complete confidentiality cannot be guaranteed. Investigations conducted by the Board Chair shall be brought to the full Board for review upon completion of the process. Complainants and witnesses shall not be subject to retaliation for making complaints in good faith or participating in an investigation. CCS is committed to remediating any instances where investigation findings demonstrate unlawful harassment, discrimination, or retaliation has occurred.

Prohibited Unlawful Harassment

- Verbal conduct such as epithets, derogatory jokes or comments or slurs; Physical conduct including assault, unwanted touching, intentionally blocking normal movement, or interfering with work because of sex, race or any other protected basis;
- Retaliation for reporting or threatening to report harassment; or
- Disparate treatment based on any of the protected classes above.

Prohibited Unlawful Sexual Harassment

CCS is committed to providing a workplace free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action, up to, and including dismissal, of the offending employee.

Sexual harassment consists of sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by sexual desire, when: (1) submission to the conduct is either made explicitly or implicitly a term or condition of an individual's employment; (2) an employment decision is based upon an individual's acceptance or rejection of that conduct; and/or (3) that conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

It is also unlawful to retaliate in any way against an employee who has articulated a good faith concern about sexual harassment against him or her or against another individual.

All supervisors of staff will receive two (2) hours of sexual harassment prevention training within six (6) months of hire or their assumption of a supervisory position and every two (2) years thereafter. All other employees will receive one (1) hour of sexual harassment prevention training within (6) months of hire and every two (2) years thereafter. Such training will address all legally required topics, including information about the negative effects that abusive conduct has on both the victim of the conduct and others in the workplace, as well as methods to prevent abusive conduct undertaken with malice a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct includes but is not limited to repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. Supervisors shall also be trained on how to appropriately respond when the supervisor becomes aware that an employee is the target of unlawful harassment. Other staff will receive sexual harassment prevention training as required by law.

Each employee has the responsibility to maintain a workplace free from any form of sexual harassment. Consequently, should any individual, in particular those with supervisory responsibilities, become aware of any conduct that may constitute sexual harassment or other prohibited behavior, immediate action should be taken to address such conduct. Any employee who believes they have been sexually harassed or has witnessed sexual harassment is encouraged to immediately report such harassment to the Human Resources Manager. See **Appendix A** for the "Harassment/Discrimination/Retaliation Complaint Form." See **Appendix B** for the general "Internal Complaint Form."

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
    - Rape, sexual battery, molestation or attempts to commit these assaults and
    - Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.

- Unwanted sexual advances, propositions or other sexual comments, such as:
    - Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.
    - Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward or disparate treatment for rejecting sexual conduct.
    - Subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of the employee's sex.

- Sexual or discriminatory displays or publications anywhere at the workplace by employees, such as:
    - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing to work or possessing any such material to read, display or view at work;
    - Reading publicly or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic; and
    - Displaying signs or other materials purporting to segregate an employee by sex in an area of the workplace (other than restrooms or similar rooms).

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this policy. Moreover, please note that while in most situations a personal relationship is a private matter, these relationships are not appropriate in a professional setting, particularly where one of the parties has management or supervisory responsibilities. As such, consensual relationships in the workplace may violate CCS policy.

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Code of Ethics

General
The following Code of Ethics applies to all members of the School Community including volunteers and members of all decision-making teams, as well as all staff of CCS (collectively referred to as “members”).

Preamble
All members believe in the worth and dignity of human beings. All members recognize the supreme importance of the pursuit of truth, devotion to excellence, and the nurturing of democratic citizenship. All members regard as essential to these goals the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. All members accept the responsibility to practice “education” according to the highest ethical standards.

Principle I: Commitment to the Scholar
All members must work to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals. In fulfilling these goals, all members should:

- Encourage the scholars to take independent action in the pursuit of learning and provide access to varying points of view, and entrepreneurial goals and vision.
- Prepare subjects carefully, incorporating entrepreneurial curriculum and 21st century life skills. Present them to the scholar without distortion, and, within the limits of time and curriculum, give all points of view a fair hearing.
- Protect the health and safety of scholars.
- Honor the integrity of scholars and influence them through constructive criticism rather than by ridicule and harassment.
- Provide for participation in educational programs without regard to race, color, creed, sex, gender, orientation, national origin or any other protected classification - both in what is taught and how it is taught.
- Neither solicit nor involve scholars or their parents in schemes for commercial gain thereby ensuring that professional relationships with scholars shall not be used for private advantage.
- Keep in confidence from third parties (outside of CCS) information that has been obtained in the course of professional service, including scholar/parent’s address, phone number or any other contact information, unless disclosure serves professional purposes or is required by law.
- Not post on the website or share with others pictures or depictions of scholars unless a photo school waiver is on file with the School.

Principle II: Commitment to the Public
All members believe that democratic citizenship in its highest form requires dedication to the principles of our democratic heritage. All members share with all other citizens the responsibility for the development of sound public policy and assume full political and citizenship responsibilities. All members of staff bear particular responsibility for the development of policy relating to the extension of educational opportunities for all, and for interpretation of educational programs and policies to the public. In fulfilling these goals, all members:

- Have an obligation to support education and CCS, and not to misrepresent them in public discussion. When being critical in public, all members have an obligation not to distort the facts.

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When speaking or writing about policies, all members must take adequate precautions to distinguish members' private views from the official position of the charter school.
- Do not interfere with a colleague's exercise of political and citizenship rights and responsibilities.
- Ensure that institutional privileges shall not be used for private gain. Do not exploit scholars, their parents, colleagues, or the school system itself for private advantage. Do not accept gifts or favors that might impair or appear to impair professional judgment nor offer any favor, service, or thing of value to obtain special advantage.

Principle III: Commitment to the Profession

All members will exert every effort to raise standards, to improve service, to promote a climate in which the exercise of sound personal and professional judgment is encouraged, and to achieve conditions, which attract person's worthy of trust to careers in education. In fulfilling these goals, all members will:

- Accord just and equitable treatment to all members in the exercise of their rights and responsibilities.
- Not use coercive means or promise special treatment in order to influence the professional decisions of colleagues.
- Not misrepresent one's own professional qualifications.
- Not misrepresent the professional qualifications of their colleagues; discuss these qualifications fairly and accurately when discussion serves professional purposes.
- Apply for, accept, offer, and assign positions or responsibilities on the basis of professional preparation and legal qualifications.
- Use honest and effective methods of administering educational responsibilities; conduct professional business through proper channels; use time granted for its intended purposes; not misrepresent conditions of employment; live up to the letter and spirit of contracts.

In-Person/In-Home Visit Policy

School administrators, counselors, and/or supervising teachers may find it necessary to conduct an in-person or in-home visit for scholars. Home visits usually take place at the established residence, however, visits can take place anywhere that is convenient for everyone involved. Staff should be adequately prepared for a visit and ensure they are following the protocols for safety.

Preparation

- All staff conducting these visits should complete training on how to successfully hold an in-person or in-home visit.
- Determine if an in-person or home visit is required.
- Schedule your visit. Notify the Learning Coach/Family before your visit. Send letters describing the purpose of the in-person/home visit.
- Notify your direct supervisor of home visit time and time that you are expected to return.
- Complete a travel request that details the travel and expenses that will be incurred and submit to your supervisor for approval.
- Bring your school ID (ID 1-2-3) - download a copy or keep the app open.

Safety:

- Conduct the in-person/home visit with a colleague, school administrator, or partner agency staff member; do not bring non-school-related staff with you.

- Only enter a residence where the parent/guardian is present.
- Meet with a scholar in a room with the parent or guardian present with access doors open.
- Only agree to meet in a safe location.
- End the meeting and leave the location if any safety concerns arise.

During the Visit:

- Staff are expected to follow all departmental protocols for conducting the various types of visits, ensuring consistency and professionalism.
- Maintain respectful and professional communication during the visit, fostering an environment conducive to collaboration and understanding.
- Respect student confidentiality rights by ensuring communications during the visit are not overheard by third parties, with the exception of parents/guardians.

After the Visit

- Notify supervisor once you have returned and document in Contact Manager that the visit was completed (date and time).
- After you have concluded your visit, send an email summarizing the visit, agreed upon action steps, concerns the Learning Coach shared, and/or agreed upon resolutions.
- Submit a comprehensive post-visit report via email promptly after the visit, including key takeaways, agreed-upon action steps, concerns expressed by the Learning Coach, and resolutions reached.
- Follow the travel guidelines for your department to receive reimbursement in accordance with the reimbursement policy.

Whistleblower Policy

CCS requires its directors, officers, employees, and volunteers to observe high standards of ethics in the conduct of their duties and responsibilities within the School. As representatives of the School, such individuals must practice honesty and integrity in fulfilling all responsibilities and must comply with all applicable laws and regulations. The purpose of this policy is to create an ethical and open work environment, to ensure that the School has a governance and accountability structure that supports its mission, and to encourage and enable directors, officers, employees, and volunteers of the School to raise serious concerns about the occurrence of illegal or unethical actions within the School before turning to outside parties for resolution.

All directors, officers, employees, and volunteers of the School have a responsibility to report any action or suspected action taken within the School that is illegal, unethical or violates any adopted policy of the School, or local rule or regulation. Anyone reporting a violation must act in good faith, without malice to the School or any individual at the School and have reasonable grounds for believing that the information shared in the report indicates that a violation has occurred. A person who makes a report does not have to prove that a violation has occurred. However, any report which the reporter has made maliciously or any report which the reporter has good reason to believe is false will be viewed as a serious disciplinary offense. No one who in good faith reports a violation, or who, in good faith, cooperates in the investigation of a violation shall suffer harassment, retaliation, or adverse employment action. Further, no one who in good faith discloses, who may disclose, or who the School believes disclosed or may disclose, information regarding alleged violations to a person with authority over the employee or another

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employee who had responsibility for investigating, discovering or correcting the purported violation shall suffer harassment, retaliation, or adverse employment action.

Drug- and Alcohol-Free Workplace

CCS complies with applicable Federal and State law regarding drug use while on the job with respect to all School employees. The School is concerned about the use of alcohol and drugs as it affects the workplace, the School community and the scholars which CCS serves. Use of these substances whether on or off the job can adversely affect an employee's work performance, efficiency, safety, and health, and therefore seriously impair the employee's value to the School and its scholars. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of other employees and scholars and exposes the School to the risks of property loss or damage or injury to other persons.

Furthermore, the use of prescription and/or over-the-counter drugs also may affect an employee's job performance and seriously impair the employee's value to CCS. Any employee who is using prescription or over-the-counter drugs that may impair the employee's ability to safely perform the job, or affect the safety or well-being of others, must notify a supervisor of such use immediately before starting or resuming work.

The following rules and standards of conduct apply to all employees either on CCS property or during the workday (including meal and rest periods). Behavior that violates this policy includes:

- Driving a School vehicle while under the influence of alcohol or drugs.
- Distribution, sale or purchase of any drug while on the job, or in the presence of scholars.
- Possession or use of alcohol or drugs while on the job, or in the presence of scholars.
- Being under the influence of alcohol or drugs while on the job.

Notwithstanding recent changes in California law and over-the-counter availability, marijuana (including all cannabis extracts such as CBD) remains an illegal Schedule I substance under federal law. As a result, and regardless of the drug or substance, employees who violate the aforementioned prohibitions will be subject to disciplinary action up to and including termination. CCS may also bring the matter to the attention of the appropriate law enforcement authorities.

In order to enforce this policy, CCS reserves the right to conduct searches of School property and to implement other measures necessary to deter and detect abuse of this policy. As such, employees do not have a reasonable expectation of privacy while on School property.

Smoking

All School buildings and facilities are non-smoking facilities.

Confidential Information

All information relating to scholars, personal information, schools attended, addresses, contact numbers and progress information is confidential in nature, and may not be shared with or distributed to unauthorized parties, including other CCS parents unless permission is on file.

All records concerning special education scholars shall be kept strictly confidential and maintained in a separate locked cabinet. Failure to maintain confidentiality may result in disciplinary action, up to and including release from at-will employment.

Conflict of Interest

All employees must avoid situations involving actual or potential conflict of interest. A conflict of interest is a situation in which an employee's personal interests (or those of the employee's friends or family) are inconsistent with the interests of CCS, so that the employee's ability to act solely in the best interests CCS is placed in doubt, giving recognition to the frailties of human conscience and the instinctive force of self-interest.

An employee involved in any relationships or situations, which may constitute a conflict of interest, should immediately and fully disclose the relevant circumstances to the Superintendent & CEO, for a determination about whether a potential or actual conflict exists. If an actual or potential conflict is determined, the School may take whatever corrective action appears appropriate according to the circumstances.

In the case of outside employment, all full-time and part-time employees may not work or consult for other entities involved in the field of education without written authorization from the Superintendent & CEO. No outside employment may impede the staff member's ability to fulfill their job duties and responsibilities. Outside employment may not take place during regular employee hours. Failure to disclose facts shall constitute grounds for disciplinary action that may involve action up to and including release from at-will employment.

Nepotism Policy

CCS is committed to a policy of employment and advancement based on qualifications and performance. Due to potential for perceived or actual conflicts, such as favoritism or personal conflicts from outside the work environment, which can be carried into the daily working relationship, CCS will hire or consider other employment actions concerning relatives of persons currently employed only if:

1. Candidates for employment will not be working directly for or supervising a relative;
2. The relative will not be working within the same department, division and/ or reporting to the same Supervisor; and
3. Candidates for employment will not occupy a position in the same line of authority in which employees can initiate or participate in decisions involving a direct benefit to the relative. Such decisions include hiring, retention, transfer, promotion, wages, and leave requests. This policy applies to all current employees and candidates for employment, unless prior approval has been granted by the Superintendent & CEO.

Definitions: "Family member" is defined as one of the following: relationships by blood - parent, child, grandparent, grandchild, brother, sister, uncle, aunt, nephew, niece, and first cousin; and relationships by marriage - husband, wife (as defined by state law), stepparent, stepchild, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, half-brother, half-sister, uncle, aunt, nephew,

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niece, spouse/partner of any of the above and cohabitating couples or significant others. The hiring supervisor is responsible for ensuring policy compliance.

Department directors are responsible for monitoring changes in employee reporting relations after initial hire to ensure compliance with this policy. Employees are responsible for immediately reporting any changes to their supervisor. If any employee, after employment or change in employment, enters into one of the above relationships, one of the affected individuals must seek a transfer or a change in the reporting relationship. Such changes must be approved by the Superintendent & CEO. If a decision cannot be made by the affected employees within fourteen (14) days of reporting, reassignment will be made on direction of the department director and the Superintendent & CEO. No exception to this policy will be made without the written consent of the Superintendent & CEO.

Promotion and Position Creation Policy

CCS defines “Promotion” as a move to a position or title with greater responsibility in a higher salary step schedule. The policy is designed to make the process fair and equitable to all.

- Promotions must meet or address a need within the organization.
- A promotion cannot occur if the budget cannot support a salary increase.
- When considering an employee’s experience and education, the employee must meet at least the minimum requirements for the position level they are being considered.

Eligibility

Any employee in good standing is eligible for promotion consideration, assuming they meet the minimum qualifications for the position.

Criteria for Promotion

Promotions entail greater job expectations, the addition of significant duties and/or key areas of responsibility within the organization. This may also include the potential for additional direct reports. Generally, a change is significant when 25-40% or more of a position’s duties increase in level.

When considering a promotion or adding a new role, the first two items to review are:

- Does a need exist within the organization/division/department for a higher-level position?
- Is there money available in the budget to fund a promotional increase or new position?

A promotion must be supported by performance, experience, and/or education. When considering an employee’s performance, supervisors are expected to consider criteria that reflect the larger picture of an employee’s work. These include:

- Skillset: ensuring their skillset matches the requirements of the position
- Sustained Performance: meeting goals in recent growth and development plan cycles. Consider any disciplinary actions.
- Demonstrated steps taken to gain new skills and continued growth
- Personal motivation and willingness for an increase in level and responsibility

Timeline

The CCS deadline for supervision submission will be annually in January. Unless otherwise stated, promotions and new positions will be effective for the following school year.

THE WORKPLACE

Employment Categories

The following are categories of employees that are used within this Handbook (herein "Employee Category"). More than one (1) Employee Category may apply to an employee.

Full-Time Employee
A full-time employee is an employee whose regular working hours are more than thirty-five (35) hours per week. Full-time employees are hired for an indefinite and unspecified duration of time. Full-time employees are eligible for all School employment benefits, as specified in the Employment Benefits provision of this Handbook.

Part-Time Employee
A part-time employee is an employee whose regular working hours are thirty-five (35) or fewer hours per week. Part-time employees are hired for an indefinite and unspecified duration of time. Part-time employees may be eligible for employment benefits (e.g., prorated), as specified in the Employment Benefits provision of this Handbook.

Temporary Employee
A temporary employee is an employee who is hired for a limited, but unspecified, period of time or for a specific project or set of projects. The introductory period is not applicable to temporary employees. Temporary employees are generally ineligible for School employment benefits, as specified in the Employment Benefits provision of this Handbook.

Exempt Employee
An exempt employee is an employee whose employment is not subject to the overtime and recordkeeping provisions of applicable law.

Nonexempt Employee
A nonexempt employee is an employee whose employment is subject to the overtime and recordkeeping provisions of applicable law.

Salaried Nonexempt Employee
The designation of an employee as "salaried, nonexempt" means that the employer is paying the employee a consistent salary that meets applicable minimum wage requirements instead of paying an hourly rate based on actual hours worked. In addition, and most importantly, the designation means the School determined that the employee's primary job duties fail to meet the requirements for an exemption under applicable law and is classifying the employee as nonexempt.

Inactive Employee
An inactive employee is an employee who is currently on a leave of absence. When an inactive employee returns to work, the employee becomes an active employee.

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Vacant Positions

CCS believes in providing opportunities for employees to advance within the organization. All new and vacant positions will be announced for internal applicants through the School's intranet and posted on the School website, including any job boards, for external applicants.

An employee in good standing will be considered as eligible if they meet the minimum qualifications for the position.

Work Schedule

Business Hours

Regular business hours will be between the hours of 8:00 am and 5:00 pm, Monday through Friday. The expectation for all staff is that they work eight (8) hours a day and are available to our educational partners (scholars, learning coaches, and staff) during regular business hours.

Any changes to an employee's work schedule for one to two days should be approved by their direct supervisor and reflected on their school calendar; any longer term changes require Human Resources approval.

Employees are expected to attend all required meetings during regular business hours, including but not limited to 504/IEP meetings, team meetings, professional learning, and the like. Additional requirements for meeting expectations may be referenced in the School's expectations guidelines (e-mail, calendar, meeting, etc.) shared by Human Resources and are subject to change.

Nonexempt Employees

Full-time: The regular workday schedule for full-time nonexempt employees is eight (8) hours; the regular workweek schedule is forty (40) hours per week, Monday through Friday.

Part-time: The regular workday schedule for part-time nonexempt employees will vary based on the position requirements and range from two (2) to six (6) hours; the regular workweek schedule is not to exceed thirty (30) hours per week, Monday through Friday.

All nonexempt employees**:** Any overtime must be approved in writing by the Superintendent & CEO per occurrence.

Exempt Employees: Twelve-month

Twelve-month exempt employees are expected to be available during regular business hours of 8:00 a.m. - 5:00 p.m. and to commit whatever additional time is necessary to satisfactorily complete all job requirements. The School reserves the right to alter schedules as it may require.

Exempt Employees: Eleven-month

All teachers/educational facilitators, coordinators, and counselors are exempt employees as defined by applicable law. Work schedules will be reflective of their current scholar roster, will generally coincide with regular school hours, and may require a flexible work schedule, including work on weekends, as well as before and after the regular work year or hours of the workday. Work schedules may need to be

adjusted throughout the school year to accommodate changes and to best serve the needs of their scholars.

Meal and Rest Periods

CCS provides nonexempt employees with ten (10) minute paid rest periods as required by applicable law. Nonexempt employees receive one (1) rest period for each four (4) hour work period or a "major fraction" of a work period (i.e., greater than two [2] hours). However, any nonexempt employee who works less than three and one-half (3½) hours in a day is not eligible to take a rest period. The number of rest periods received is as follows:

- Nonexempt employees who work between three and one-half (3½) and six (6) hours are entitled to one (1), ten (10) minute rest period.
- Nonexempt employees who work more than six (6) and up to ten (10) hours are entitled to two (2), ten (10) minute rest periods. Nonexempt employees who work more than ten (10) and up to twelve (12) hours are entitled to three (3), ten (10) minute rest periods.

A rest period is paid time when employees are relieved of all work duties and responsibilities. Rest periods may not be combined, added to a meal period, or taken at the very beginning or very end of the day. Insofar as practicable, rest periods should be in the middle of each work period. Employees must self-police their rest periods and ensure that they take their rest periods every day.

CCS also requires its employees in non-exempt positions to take a mandatory unpaid, uninterrupted meal period in accordance with California law, sixty (60) minutes per CCS policy. A meal period is an unpaid period when employees are relieved of all work duties and responsibilities, generally for the purpose of consuming a meal. During the meal period, employees may not perform any work-related activities. The meal period must be taken approximately in the middle of the workday but by no later than the end of the 5th hour of work. An employee may waive this meal period if the day's work will be completed in no more than six (6) hours, provided the employee and CCS mutually consent to the waiver in writing.

If a nonexempt employee is unable to take their meal or rest periods, or take them in a timely manner, the employee must notify their supervisor before or at the time the employee is unable to take the meal or rest period. Failure to follow this notification requirement may lead to discipline, at the School's discretion.

Lactation Accommodation

CCS accommodates lactating employees by providing a reasonable amount of break time to any employee who desires to express breast milk for an infant child. The break time shall, if possible, run concurrently with any break time already provided to the employee. Any break time provided to express breast milk that does not run concurrently with break time already provided to the nonexempt employee shall be unpaid.

CCS will make reasonable efforts to provide employees who need lactation accommodation with the use of a room or other private location that is located close to the employee's work area. Such a room/location shall not be a bathroom, and shall have electricity. Employees shall also be given access to a sink with

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running water and a refrigerator. Employees with private offices will be required to use their offices to express breast milk. Employees who desire lactation accommodations should contact their supervisor to request accommodations.

Attendance and Tardiness

All employees, whether exempt or nonexempt, are expected to arrive at work consistently and on time. Absenteeism and tardiness negatively affect the School's ability to implement its educational program and disrupts consistency in scholars' learning.

If it is necessary to be absent or late for the start of the workday or any other work functions, including but not limited to required meetings or trainings, employees are expected to notify their immediate supervisor as soon as possible but no later than one-half (1/2) hour before the start of the workday. If an employee is absent from work longer than one (1) day, he or she is expected to keep their immediate supervisor sufficiently informed of the situation. Time off requests must be entered using the HRIS (PAYLOCITY) system.

As noted in the section of this Handbook concerning prohibited conduct, excessive or unexcused absences or tardiness may result in disciplinary action up to and including release from at-will employment with the School. Absence for more than three (3) consecutive days without notifying the Chief People Officer will be considered a voluntary resignation from employment.

Timecards/Records

By law, CCS is obligated to keep accurate records of the time worked by nonexempt employees. Such employees are required to utilize the School's timecard system.

Nonexempt employees must accurately submit their hours worked on the day they worked via Time Tracking, as this is the only way the payroll department knows how many hours each employee has worked and how much each employee is owed. The Time Tracking indicates when the employee arrived and when the employee departed. All nonexempt employees must submit their hours worked on the day they worked, for all paid work time including lunch.

Nonexempt employees are solely responsible for ensuring accurate timekeeping in the HRIS (PAYLOCITY) system and remembering to record time worked. If an employee misses a time punch, the employee must complete a Punch Correction Form, be signed by the employee, their immediate supervisor, and submitted to the Chief Operations Officer at the end of each pay period.

Nonexempt employees are prohibited from performing off-the-clock work, including but not limited to checking emails before/after work hours, performing work in the morning before logging in, and running School errands after logging out.

No one may record hours worked on another's timecard. Any employee who violates any aspect of this policy may be subject to disciplinary action, up to and including release from at-will employment with the School.

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Adjunct Duties

All exempt employees will be assigned adjunct duties at the School's discretion. Satisfactory performance of these duties is a condition of continued employment.

School Events

Exempt Employees

Exempt employees may work during School events including but not limited to field trips, testing, and family engagement events, provided they are the type of events open to staff. Approval must come from the employee's direct supervisor via PAYLOCITY, the Human Resources Information System (HRIS).

Supervisors and exempt employees must ensure the following:

- All meal and rest periods are being met in accordance with the School's policies
- Travel time to and from events are included in work hours

Nonexempt Employees

Nonexempt (hourly) employees may work to staff School events including but not limited to day field trips, testing, and family engagement events. Advance approval must come from the employee's direct supervisor via the Human Resources Information System (HRIS).

Supervisors and nonexempt employees must ensure the following:

- All meal and rest periods are being met in accordance with the School's policies
- Travel time to and from events are included in work hours, and
- No overtime will be approved without advance written permission from the Superintendent & CEO.

Use of Email, Voicemail, and Internet Access

CCS permits employees to use its electronic mail, voicemail systems, and Internet access subject to the following:

- Minimal personal use as long as it does not interfere with timely job performance and is consistent with law and appropriate protocols during work hours.
- The email system and Internet access is not to be used in any way that may be disruptive, offensive to others, or harmful to morale. For example, sexually explicit images, ethnic slurs, racial epithets, or anything else that may be construed as harassment or disparagement of others based on their race, national origin, sex, sexual orientation, age, religious beliefs or political beliefs may not be displayed or transmitted.
- The Internet may not be accessed on any school device outside of the United States.
- Employees may not attempt to gain access to another employee's personal file of email or voicemail messages or voicemail messages without the latter's express permission.
- School staff will not enter an employee's personal email files or voicemail unless there is a business need to do so. CCS retains a copy of all passwords; passwords unknown to the School may not be used. System security features, including passwords and delete functions, do not neutralize the School's ability to access any message at any time. Employees must be aware that the possibility of such access always exists.

- Employees may not change any preset usernames and/or passwords established by CCS for access to School email, voicemail, or software provided to the employee by the School. Employees may not change or alter in any way the email signature for school email as determined by the School. No additional extraneous content may be added to the email signature unless requested by the Superintendent & CEO.
- Employees should not use personal devices or personal email accounts for School-related communications. Such communications should only take place using School-issued devices and via the employee's CCS email account/CCS issued Zoom phone number.
- For information and expectations for staff use of school email (Gmail) and calendars (Google calendars) employees should reference the guideline/etiquette documents, which are available on the Human Resources guidesite and are subject to change.

Social Media Policy

Permissions

At CCS, we believe in open communication and encourage you to share your work and passion with family, friends, co-workers, and your professional networks around the world. Whether you do so by participating in a blog, wiki, any social media platform, or any other form of online publishing or discussion is up to you. In order to assist you in making responsible decisions in your use of social media, and to avoid any conflicts or misunderstandings, we have come up with a few guidelines to provide helpful and practical advice for you when operating on the Internet as an identifiable employee of CCS and its brands.

This policy applies to all full-time staff, part-time staff, and external contractors employed or providing services at CCS. Each and every employee and/or contractor should use the supplemental CCS Social Media Handbook provided by the Community Relations Coordinator for additional guidance in administering the policy.

Guidelines

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether or not associated or affiliated with CCS, as well as any other form of electronic communication. Before creating any online content, please consider the following main guidelines:

- All employees and contractors must familiarize themselves with the CCS Social Media Policy prior to posting any content on our social media platforms.
- You are personally responsible for the content you publish on your blog, website, or any other form of user-generated media.
- If an item features the statement "For Internal Use Only," please do not forward it to anyone outside of CCS or publish it on any social media channel.
- Do not comment on work-related legal matters unless you are an official spokesperson, and have prior written authorization from the Superintendent & CEO.
- Please remember that the Internet never forgets, meaning everything you publish will be available for the world to see for a very long time and may come back to haunt you at a later

time. If you are about to publish something that makes you even the slightest bit uncomfortable, please contact the Community Relations Coordinator for guidance and approval.

Always remember to consider some of the risks and rewards that are involved with posting content to social media. Keep in mind that any of your conduct that adversely affects your job performance, the performance of co-workers or contractors, or otherwise adversely affects people who work on behalf of CCS or CCS's legitimate business interests may result in disciplinary action up to and including termination.

Know and Follow the Rules

Carefully read these guidelines and the CCS Social Media Policies and ensure your postings are consistent with these policies. Always make sure to respect your audience. Any and all inappropriate postings, including but not limited to discriminatory remarks, harassment, threats of violence, or similar inappropriate or unlawful conduct that would not be acceptable in the CCS workplace, will not be tolerated and may warrant disciplinary action, up to and including termination.

Be Respectful

Always be fair and courteous to fellow staff, scholars, and families of scholars, or people who work on behalf of or provide services to CCS. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers or a supervisor than by posting complaints to a social media outlet. Using your public voice to harass or embarrass your co-workers, CCS, scholars, families, or any other CCS educational partner is unacceptable and may subject you to disciplinary action, up to and including termination. Examples of such unacceptable conduct include but is not limited to: offensive posts meant to intentionally harm someone's personal or professional reputation, that belittles, degrades, harasses a co-worker, or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion, or any other status protected by applicable law.

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered.

Please respect copyright laws. If the material is not yours, don't use it as it is that person's choice to share his or her material with the world, not yours. Before posting someone else's work, please check with the owner first and make sure you have the right to use or publish any data, images, videos, etc. When you make a reference to someone's work, where possible, link back to the source.

Respect Confidentiality and Professional Boundaries

Maintain the confidentiality of all of CCS's trade secrets, as well as private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how, and technology. Do not post internal reports, policies, procedures, or other internal business-related, personnel, or scholar information that is or may be confidential in nature.

Do not create a link from your blog, website, or other social networking sites to any CCS website without identifying yourself as a CCS staff member. Please remember that anything you publish about CCS can potentially harm the School, including all internal media as well, like the intranet or any newsletters you send out. As soon as you act on the School's behalf by distributing information, you are responsible for upholding the School's image and fully complying with School policies. Please act responsibly when

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posting materials and if in doubt, contact the Community Relations Coordinator before you post or send said material.

Express only your personal opinions. Never represent yourself as a spokesperson for CCS. If CCS is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of CCS, fellow employees, scholars, parents, suppliers or people working on behalf of or providing services to CCS. If you publish a blog or post online related to the work you do or subjects associated with CCS, you must clearly state that you are not speaking on behalf of CCS. It is best to include a disclaimer such as “The postings on this site are my own and do not necessarily reflect the views of CCS.”

Using Social Media at Work

You are prohibited from using your personal social media while on work time or on the equipment we provide, unless it is work-related as authorized by your immediate supervisor or consistent with the CCS Employee Handbook. All work-related posts should be made through social media accounts established for the posting of work-related posts only, separate from your personal social media accounts. Do not use CCS email addresses to register on social networks, blogs or other online tools utilized for personal use. Do not use your work social media accounts to post non-work related material including but not limited to personal family information or photos.

Retaliation is Prohibited

CCS prohibits retaliation against any employee for reporting a possible violation of this policy or for cooperating in an investigation. Any employee who engages in retaliation of any sort will be subject to disciplinary action, up to and including termination.

Technology Policy

Purpose

CCS may, in its sole discretion, provide computers and laptop computers or other hand-held or similar computing devices, as well as mobile devices, to certain employees for the express purpose of enhancing the productivity and operational efficiency of School-based and administrative activities, functions and instruction. The purpose of this policy is to establish general guidelines for the issuance and utilization of all such devices by officials, management, and personnel within the School.

Guidelines

1. All computers and devices shall be used for the sole and express purpose of conducting official business and maintaining the operations of the School. Use of all such computers and devices is subject to the School’s Computing and Internet Acceptable Use Policy.
2. An employee may be issued a computer or device for the performance of specific job-related duties and responsibilities and as determined by the Superintendent & CEO or their designee and has an “active” employment status; and the employee’s job-related duties and responsibilities require regular and systematic use of a computer or device; or the employee is required to perform the majority of their duties away from their primary work location.
3. Persons not directly employed by the School, including but not limited to volunteers, retired employees, employees hired on a per diem basis, consultants, vendors, or employees on

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extended leave or with an employment status of ‘inactive” shall not be eligible for the issuance of any computer or device.

4. Although issued to an individual employee, all computers or devices are considered the property of CCS and shall be returned upon termination of employment with the School, or immediately upon request at any time by an official of the School.
5. Employees must take all appropriate measures and precautions to prevent the loss, theft, damage, and/or unauthorized use of services and shall include the following:
    a. Keep all computers and devices in a locked and secured environment when not being used;
    b. Do not leave the computer or device for prolonged periods of time in a vehicle, especially in extreme temperatures;
    c. Keep food and drinks away from all computers and devices and work areas;
    d. Do not leave the computer or device unattended at any time in an unsecured location;
    e. Keep the computer or device in sight at all times while in public places, such as public transportation, airports, restaurants, etc.
6. Should an employee’s computer or device be lost or stolen, the employee MUST: (i) immediately report the incident to their immediate supervisor and the Director of IT; (ii) obtain an official police report documenting the theft or loss; and (iii) provide a copy of the police report to the Director of IT. If the employee fails to adhere to these procedures, the employee will be held legally and financially responsible to the School for the replacement of such equipment.
7. For all warranty and non-warranty repairs and maintenance of all such computers and devices, the employee must contact the School IT Help Desk. All repairs and maintenance will and must be performed in accordance with the School’s current repair and maintenance policies and procedures issued by the Office of Information Technology. For damage that is not covered by the School’s warranty, the employee may be held responsible.
8. The School is under no legal, financial or other obligation to provide for a replacement computer or device to any employee whose computer or device is lost, stolen or damaged.
9. The School may add security and other tracking technology to any and all computers and devices issued by it and any and all such usage is subject to management review, monitoring, and auditing by the School. Other audits may be performed on the usage and internal controls.
10. The IT Department will be responsible for issuance of all such computers and devices and shall:
    a. Maintain direct oversight of the inventory of equipment, software, service contracts, and internal controls for all computers and devices;
    b. Fully enforce the specifications of this policy and other similar IT policies and procedures setting forth the parameters for the eligibility, approval, assignment, utilization, maintenance, and financial oversight of all such computers, devices, and software under their direct control and supervision; and
    c. Ensure compliance with regulatory policies and procedures as applicable.
11. Non-compliance with any policies or procedures regarding computers, devices, and software issued by the School will result in appropriate disciplinary action and/or reimbursement of any and all costs to the School.
    a. Employees are prohibited from changing any of the settings programmed into the computer or device itself, or the computer or device software, without prior approval from the Information Systems Specialist. This includes (without limitation) changing desktop settings, screensaver settings, clock settings, software settings, and the like. This also

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includes checking the “Remember Password” box to save a password in the computer, file server, and the like.

b. Employees are prohibited from downloading software of any kind without prior approval from the Information Systems Specialist. This includes desktop backgrounds, screensavers, anti-virus software, and the like. Employees may submit a request with the School IT Help Desk to get certain programs reviewed and whitelisted if they feel these programs are necessary or beneficial to their work.
c. Employees are expected not to save documents or files to any locations other than the CCS Google Drive. This includes saving to the desktop, local drives, USB drives, memory cards, CDs, DVDs, and the like. Files that must be downloaded to a device in order to be edited or moved should be removed from that device as soon as possible. In the event your computer crashes, files not saved to Google Drive cannot be recovered. Under no circumstances should files containing CCS information be uploaded to private cloud storage systems or drop boxes (e.g., personal Google Drive accounts), nor should such files be transferred using private email accounts (e.g., personal Gmail accounts).
d. Employees are prohibited from accessing any school files from unsecured internet connections or internet connections outside the United States.

Employees acknowledge upon receipt of their computer or device, the computer or device is the property of CCS. Employees will agree to pay all costs associated with user-inflicted damage (as determined by the manufacturer) to the computer or device, or its associated peripheral equipment, or its replacement costs should it be lost or stolen. The replacement cost for a laptop computer and/or mobile device will be determined by the fair market value replacement cost of comparable equipment to that which the employee was provided by the School.

CCS reserves the right to use and disclose any electronic, non-privileged communication on its Computer and Communications Systems without the permission of or any prior notice to any user, including disclosure to law enforcement officials. Any person who discovers misuse of any of the Charter School’s Computer and Communications Systems should immediately contact the Superintendent & CEO or their designee. Any user who violates any part of this policy will be subject to discipline, up to and including termination.

<u>Computer and Device Care and Maintenance</u>

- All computer stations are to be clean and well organized.
- All computers and devices must be maintained clean and damage-free.
    - There is to be no food or liquid on surfaces that share a computer or device.
    - Care should be taken to prevent animal hair, dirt, fine substances, and kids from damaging computers or devices.
- Mousepads on stationary computers are to be used.
- Cleaning of equipment is to be conducted regularly.

<u>Software License</u>

Agreement Software is to be used according to the provisions of the license agreements. Unauthorized copies of software will not be made under any circumstances. Copying software other than for backup purposes is subject to administrative and/or disciplinary action, up to and including termination.

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Employees should be aware that civil and criminal penalties up to $250,000.00 per work copied are possible. Any known misuse of software is to be reported to the Superintendent & CEO immediately.

Electronic Accounts

CCS also provides electronic accounts where an Employee can access the School Internet connection, email addresses, software programs, and the like for authorized business purposes (herein “Electronic Accounts”). Electronic Accounts and all data stored on such are considered School property, even if the data is personal in nature. The School reserves the right to access, inspect, and monitor Electronic Accounts and any data stored on or transmitted through such, with or without notice. An Employee should not have any expectation of privacy or confidentiality in Electronic Accounts.

The School does not condone or endorse any material encountered on the Internet. An Employee accessing the Internet does so at the Employee’s own risk and the School is not responsible for material encountered, viewed, or downloaded by the Employee from the Internet.

1. Usernames and Passwords
    a. An Employee must take all necessary precautions to safeguard the integrity and confidentiality of usernames or passwords related to the Employee’s Electronic Accounts, whether the Electronic Account is created by the School or by the Employee.
2. Email Signatures
    a. Each Employee is required to use the School-owned email signature and email disclaimer assigned to the Employee when sending email messages from Employee’s School-owned email address. In addition, an Employee may not amend any verbiage, graphic formatting, or text formatting in the Employee’s email signature or email disclaimer without approval of the Superintendent & CEO.

Phone/Voicemail

1. All employees have an assigned Compass phone number via the Zoom web-based platform. Zoom can be used to make and receive calls and texts on school-provided devices such as laptops and tablets.
2. Employees have the option to download the Zoom application on their school-provided tablet (i.e. iPad), or personal phones (at their own expense).
3. Employees are not required to use their personal phone numbers to conduct Compass business with educational partners including staff, scholars, and families.
    a. Professional communication should go through the Zoom application
    b. Use of personal devices (computers, laptops, tablets, and/or phones) may be considered discoverable evidence in the event of a legal or litigious situation.
        i. Please note any staff choosing to use their personal mobile device or laptop may be subject to providing information from those devices during a Public Records Act request or in any pending litigation. A litigant could issue a subpoena to you demanding the information on your personal phone or laptop relevant to their case.
        ii. If the School or you are parties to a lawsuit, you can also be required to provide information through what is called a "request to produce" issued by one party to another party without a subpoena, and under general information disclosure requirements in some lawsuits that apply to parties and people affiliated with them.

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iii. It doesn't matter who owns the phone or laptop. Usually, the subpoena will apply to all accounts and devices within your possession, custody, and control. So, even if you don't have the phone in your possession when you are served with the subpoena (e.g. your son borrowed it for the week), and even if you made a call on your spouse's phone or laptop if you have the legal right or practical ability to get the information, you must provide it.

4. The apps installed on the phone don't matter. What matters is whether there is information relevant to the case (or potentially relevant to the case) that can be accessed with your phone OR laptop and whether the subpoena has asked for it.

Mobile Devices

CCS distributes School-owned mobile devices to employees as needed. Each employee who receives a mobile device:

1. Must keep the mobile device battery charged at all times; and
2. May not alter any settings on any mobile device as outlined above. Although employees use mobile devices for work-related matters, whether these devices belong to the employee or are issued by CCS, employees are prohibited from using such devices for work-related matters while driving due to safety reasons. Employees may use hands-free equipment to make or answer calls while driving without violating this policy. However, safety must always be the employee's first priority. If, because of weather, traffic conditions, or any other reason, an employee is unable to concentrate fully on the road, the employee must either end the conversation, or pull over and safely park their vehicle before resuming the call. Employees must also utilize the password protection feature on mobile devices in order to safeguard any confidential School data which may be stored on their mobile device.
3. Staff experiencing any issues with their school own device should submit a ticket to ZOHO help desk CCS Support.

Requests for mobile devices should be directed to the IT department.

Internet Access

Employees who are authorized to work remotely are required to have adequate internet access to enable remote work. The employee is responsible for the setup, installation, support, and maintenance of internet service at their off-campus location. Compass will reimburse employees a proportionate amount based on the average cost for internet speeds of 50 to 100 mbps and the number of working days from their off-campus location.

Remote staff should procure internet services that deliver a download speed of at least 50 Mbps and an upload speed of at least 5 Mbps to facilitate online web conferencing calls, software updates, and automated backups. Service will degrade below this level. Higher connection speeds may be required if there are multiple devices and/or multiple people simultaneously using the same connection. In-home Wi-Fi Routers may also have an impact on your actual connection speeds.

Maintaining an adequate internet connection is the responsibility of the Employee. While the Internet Service Provider (ISP) can promise to provide speeds that meet Compass requirements, the connection setup and number of users connected to the network at the remote work site must also be taken into

consideration when procuring the needed bandwidth to support your remote work arrangement. You can test the speed of your connection by visiting speedtest.net.

Service (internet, phone, systems) may be interrupted due to weather or system demand. Some employees may be dependent on the internet for their cellular connection, depending on the cellular coverage where they live. Discuss with your supervisor what work you should do if your personal internet service goes down.

Personal Business

CCS facilities for handling mail and telephone calls are designed to accommodate School business. All personal mail must be directed to your home address and limit personal telephone calls to an absolute minimum. Long-distance toll calls may not be made from the School's telephone system or your school-issued mobile phone. If you need to make a personal call it should be made on a personal calling card or mobile phone. The School's material, time or equipment may not be used for personal projects.

Personal Appointments: Whenever possible, personal appointments should be made for either first thing in the morning or late in the afternoon. Appointments should have minimal impact on office hours and availability.

Personal Purchases/Orders: Employees will not have any personal purchases, orders, invoices, bank statements or mail sent to the School. No one is permitted to use the School's name or address for personal purchases, orders, invoices or mail. "Personal" is defined as purchases, orders, invoices or mail that is non-educational and is not intended for classroom use. This excludes items purchased for use at the School.

Personal Appearance/Standards of Dress

As educators, our commitment to excellence should be reflected in our appearance. In general, a business casual style is appropriate for all employees. It is understood that different clothing may be appropriate under certain circumstances and for different work assignments. Differences may be necessary because of the type of activity done, special days, office area assignments, and other circumstances.

However, clothing that reveals cleavage, back, chest, stomach, or underwear is not appropriate for a place of business. Overall attention to modesty, professionalism, cleanliness and safety will be expected and required. Appropriate attire will demonstrate a high regard for education and the teaching profession, and will present an image consistent with job responsibilities and CCS's values and expectations.

Employees who report to work in unacceptable attire may be requested to leave work and return in acceptable attire.

Academic Freedom

Teachers must be free to think and to express ideas, free to select and employ materials and methods of instruction within the School's curriculum framework, free from undue pressures of authority, and free to act within their professional group. Such freedom should be used judiciously and prudently to the end

that it is in concert with established community standards and promotes the free exercise of intelligence and scholar learning. Academic freedom is not absolute. It must be exercised within the basic ethical responsibilities of the teaching profession.

Those responsibilities include:

- An understanding of our democratic traditions and methods.
- A concern for the welfare, growth, maturity, and development of children.
- The use of accepted scholastic methods.
- Application of good taste and judgment in selecting and employing materials and methods of instruction.
- Teachers must follow the California State Standards.

Professional Learning

CCS believes in the continuing education of our staff. Professional Learning funds will be allocated in the budget by division for the employees in that Division to use for either Professional Learning, Conferences, Workshops, or Tuition Reimbursement. In order to qualify for these funds, the employee must agree to the following.

- All Professional Learning Conferences or Workshops must directly relate to the employee's current assignment, and serve as a benefit to the School.
- Employees will be expected to create a Professional Learning presentation and or webinar from their conference/workshop within thirty (30) days of completion.

Employees may not leave early to attend courses unless prior approval is granted by the direct supervisor. Courses taken must directly relate to the employee's current position and the employee must be prepared to create projects on how their coursework will assist CCS in the future.

All-Staff Conference

The Compass All-Staff Conference is an annual opportunity for professional learning and team building prior to the start of the academic (scholars) school year. As part of the job requirements, all full-time employees, whether certificated or classified, are required to attend the school's in-person annual All-Staff Conference during regular working hours. All necessary travel accommodations and expenses will be arranged and paid for by the school.

Compass provides substantial advance notice to employees by or before May 30th (annually) of the conference dates to ensure that all employees have ample time to prepare their schedule. Employees with any medical issues or limitations that may interfere with their attending the in-person event may be entitled to an accommodation by submitting a request and a medical certification in writing to the Human Resources Manager or Chief People Officer. Certification should be submitted no later than June 30th, annually.

The All-Staff Conference dates are considered blackout dates and no conflicting absences or events will be approved at the same time.

Media Contacts

Employees are prohibited from speaking to the media on CCS's behalf without contacting the Community Relations Coordinator. All media inquiries must be directed to the Superintendent & CEO.

Health and Safety Policy

CCS is committed to providing and maintaining a healthy and safe work environment for all employees. Employees are required to know and comply with the School's General Safety Rules and to follow safe and healthy work practices at all times. Employees are required to report any potential health or safety hazards, and all injuries or accidents immediately to the Chief Operating Officer.

In compliance with Proposition 65, the School will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

Security Protocols

CCS has developed guidelines to help maintain a secure workplace. Be aware of unknown persons loitering in parking areas, walkways, entrances, exits, and service areas. Report any suspicious persons or activities to the Chief Operating Officer. Employee work areas or offices must be secured at the end of the day. When an employee is called away from his or her work area for an extended length of time, valuable or personal articles should not be left around a workstation that may be accessible. The security of facilities, as well as the welfare of employees, depends upon the alertness and sensitivity of every individual to potential security risks. Employees should immediately notify the Chief Operating Officer when keys are missing or if security access codes or passes have been breached.

Key Procedures: When an employee loses a school office key, the following guidelines will be followed:

- 1st Incident: Written Warning
- 2nd Incident: Employee will pay for lost keys and all costs for re-keying
- 3rd Incident: Violation of Code of Ethics and appropriate disciplinary action

Occupational Safety

CCS is committed to the safety of its employees, vendors, contractors and the public and to providing a clear safety goal for management.

The prevention of accidents is the responsibility of every school supervisor. It is also the duty of all employees to accept and promote the established safety regulations and procedures. Every effort will be made to provide adequate safety training. If an employee is ever in doubt how to perform a job or task safely, assistance should be requested. Unsafe conditions must be reported immediately.

It is the policy of the School that accident prevention shall be considered of primary importance in all phases of operation and administration. CCS's management is required to provide safe and healthy working conditions for all employees and to establish and require the use of safe practices at all times. Failure to comply with or enforce School safety and health rules, practices and procedures could result in disciplinary action up to and including possible termination.

Work Environment

All employees are entitled to work in an environment that is safe and conducive to a happy and productive workflow while following all district policies, administrative regulations, work schedules, and job assignments. For that reason, employees are expected to work from a specific, pre-approved home office location that is safe, ergonomic, secure, and appropriate. The home office location must be located in California.

Employees working remotely are expected to conduct their work in a location that is safe and free of obstructions, hazards, and distractions. Such employees shall report to their supervisor any serious injury or illness occurring in the home workspace in connection with their employment as soon as practically possible. Employees must report to the School if they intend to work from San Francisco as the rules for their work conditions may differ based on San Francisco-specific municipal laws/ordinances.

Employees must separate vacation/away time and work time and may not schedule an overlap of vacation and work time (e.g., going on vacation but working as needed without taking leave) as it can be distracting and disruptive to the workflow and place the employee in a non-approved work location not covered by the School's workers' compensation insurance coverage. For the employee's own safety and the continuity of school operations, such an overlap should be avoided.

Military or Government Agency Relocation Requests

Requests to work out-of-state based on military or other government agency relocation orders or change of station must be submitted to the Chief People Officer at least ninety (90) days prior to the estimated move date. Employees must include the date, location, and any other applicable details so information can be reviewed and submitted for approval from the Superintendent & CEO.

Employees will be required to submit annual certification confirming active status and location.

Temporary Relocation Requests

Requests for temporary out-of-state work must be submitted in writing to the Human Resources Team for review and approval by the Superintendent & CEO. The location address, working dates and hours must be included with the request.

Accident/Incident Reporting

It is the duty of every employee to immediately or as soon as is practical report any accident or injury occurring during work or on School premises so that arrangements can be made for medical or first aid treatment, as well as for investigation and follow-up purposes.

Incidents can be reported directly to Human Resources or to an employee's supervisor, which should be communicated with the Human Resources department as soon as practicably possible.

Reporting Fires and Emergencies

It is the duty of every employee to know how to report fires and other emergencies quickly and accurately. Employees should report any such emergency by contacting a member of the Human Resources

department or management. In addition, all employees should know the local emergency numbers such as 911.

EMPLOYEE WAGES AND HEALTH BENEFITS

Payroll Withholdings

As required by law, the School shall withhold Federal Income Tax, State Income Tax, Social Security for nonexempt employees, State Teachers' Retirement System (STRS) for Teachers/Administration, and State Disability Insurance from each employee's pay as follows:

1. Federal Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount.
2. State Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount. .
3. Non-exempt employees: The Federal Insurance Contribution Act (FICA) requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by the School, for purposes of funding Social Security and Medicare. Teachers do not contribute to Social Security because they are members of STRS.
4. State Disability Insurance (SDI): This state fund is used to provide benefits to those out of work because of illness or disability.
5. Exempt employees: Full-time administrators, teachers, and other employees performing creditable service as defined by applicable law are required to participate in STRS via payroll withholdings.

Employees may also have deductions made to their paychecks when a wage overpayment occurs. The School will provide the employee with a written notice which describes the wage overpayment and will afford the employee an opportunity to respond before commencing any recoupment action. If the employee disputes the wage overpayment, the School shall initiate a legal action to validate the overpayment before proceeding with recoupment. The School may require the employee to reimburse an overpayment through a mutually agreeable method, including through cash repayment or a deduction of the employee's payroll check, among other options. An employee who is separated from employment before full repayment of the overpayment amount shall have any remaining amounts withheld from their final check. The School also reserves the right to exercise any and all other legal means to recover any additional amounts owed. The School shall provide employees with advance written notice of the deduction prior to the pay period where it will go into effect.

Every deduction from an employee's paycheck is explained on the check voucher. If an employee does not understand the deductions, he or she should ask the Payroll or HR Team to explain them.

Employees may change the number of withholding allowances claimed for Federal Income Tax purposes at any time by filling out a new W-4 form and submitting it to both the Payroll and HR Teams. The office maintains a supply of these forms or a pdf version can be found on the HR Guidesite.

All Federal, State, and Social Security taxes will be automatically deducted from paychecks. Federal Withholding Tax deduction is determined by the employee's W-4 (Federal) and DE-4 (State) forms. The W-4 and DE-4 forms should be completed upon hire and it is the employee's responsibility to report any changes in filing status to the Payroll and HR Team and to fill out a new W-4 and/or DE-4 form.

At the end of the calendar year, a “withholding statement” (W-2) will be prepared and forwarded to each employee for use in connection with preparation of income tax returns, an electronic copy is also available in the payroll system, PAYLOCITY. The W-2 shows Social Security information, taxes withheld and total wages.

Overtime Pay

Whether an employee is exempt from or subject to overtime pay will be determined on a case-by-case basis and will be indicated in the employee’s job description. All salaried staff are considered to be exempt employees unless otherwise indicated. California overtime laws – as well as other wage and hour laws requiring meal and rest breaks – do not apply to exempt employees. Nonexempt employees may be required to work beyond the regularly scheduled workday or workweek as necessary. Only actual hours worked in a given workday or workweek apply in calculating overtime for nonexempt employees. Company Holidays or any Paid Time off is not included in the overtime pay calculation. CCS will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by the Superintendent & CEO. CCS provides compensation for all overtime hours worked by nonexempt employees in accordance with state and federal law as follows:

For employees subject to overtime: all hours worked in excess of eight (8) hours in one workday or forty (40) hours in one workweek shall be treated as overtime. Compensation for hours in excess of forty (40) for the workweek or in excess of eight (8) and not more than twelve (12) for the workday, and for the first eight (8) hours on the seventh consecutive day in one workweek, shall be paid at a rate of one and one-half times the employee’s regular rate of pay. Compensation for hours in excess of twelve (12) in one workday and an excess of eight (8) on the seventh consecutive workday of the workweek shall be paid at double the regular rate of pay.

Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to these exempt employees.

Paydays

All full and part-time employees of CCS are paid semi-monthly on the 10th and 25th of each month. When either of these days falls on a weekend or holiday, employees are paid on the first workday preceding the weekend or Holiday. Employees should report any errors in their paychecks to the Chief Operations Officer as soon as possible.

<u>Pay Periods</u>

Paydays are ten (10) days following the closing of each pay period. The schools pay periods are as follows:

- 1st of the month – 15th of the month (paid on the 25th of that month)
- 16th of the month – months end (paid on the 10th of the next month)

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Extra Duty Assignments and Temporary Salary Adjustments

This policy establishes guidelines for determining eligibility and compensation for employees temporarily performing additional duties or taking on responsibilities outside their regular scope of work as a result of a permanent or temporary vacancy (unpaid leave of absence).

General Guidelines

- This policy applies to all employees who are assigned extra duties due to temporary or permanent vacancies, who take on responsibilities of a higher grade level position, or onboarding additional scholars for a vacancy (or leave) over two weeks.
- Extra duty assignments are temporary and must be reassessed periodically, particularly if the scope or duration of the assignment changes.
- A temporary salary adjustment shall be active while the employee occupies the temporary position and regular compensation will resume once the assignment has been completed.
- This policy does not apply to voluntary assignments or situations where the additional duties align with the employee's current job description.
- Temporary salary adjustments do not apply to any period when the school is closed for more than one consecutive day (i.e. school breaks).

Administrative and Classified Staff

An Employee performing the full or partial duties of a higher-level position, a temporary salary adjustment will bring the individual's salary to at least the salary range minimum for the full scope of the higher-level position, or a percentage equivalent to the duties performed.

Certificated Staff

Certificated employees such as supervising teachers, education specialists, and counselors performing their full scope of duties while also providing relief coverage for another certificated employee by taking on additional scholars to their caseload will receive a temporary salary adjustment per scholar served in addition to their standard scholar caseload.

Qualifications for Certificated Staff

Supervising teachers may hold a minimum caseload of twenty-five scholars. To be eligible for temporary additional pay a supervising teacher with a designated caseload of at least twenty (20) scholars will receive $50.00 per scholar, per pay period for every scholar over twenty-five. Supervising teachers will not exceed a cumulative total of thirty-five (35) scholars at any one time.

Education specialists (mild/moderate) with a caseload of twenty-five (25) scholars and education specialists (moderate/severe) with a caseload of fifteen (15) scholars will receive temporary additional pay of $50.00 per scholar, per pay period. Education specialists are not to exceed a cumulative total of twenty-eight (28) scholars at any one time.

Counselors will receive temporary additional pay of $125.00 per pay period for assuming the duties and responsibilities of another counselor during a temporary vacancy.

Notices

The Human Resources department will provide a salary memo detailing additional duties, salary adjustments, and effective dates. All additional compensation will be subject to applicable taxes and deductions.

This policy is reviewed annually and is subject to change.

Wage Attachments and Garnishments

Under normal circumstances, the School will not assist creditors in the collection of personal debts from its employees. However, creditors may resort to certain legal procedures such as garnishments, levies or judgments that require the School, by law, to withhold part of an employee's earnings in their favor. Employees are strongly encouraged to avoid such wage attachments and garnishments. If the school is presented with a second garnishment request concerning an employee, the payroll administrator will discuss the situation with the employee.

Administrative Fees

CCS may charge employees up to $1.50 per deduction as administrative costs are associated with the enforcement of a garnishment order. This charge shall be deducted from the employee's wages, and not the deduction made for the garnishment order.

Expenses

Please note that any items (i.e. non consumable office supplies or any pre-approved books) that you have purchased and have been reimbursed become the property of CCS and must have CCS Property written on them.

The following items are purchased in bulk by the School and will not be reimbursed: ink cartridges; toner cartridges, books (unless with prior approval); copy paper; office supplies; construction paper; transparency sheets and markers; wall clocks; facial tissue; paper towels; bandages.

Classroom Materials

Staff members who need to purchase classroom materials that cannot be ordered through the School's Amazon account are required to properly fill out a Purchase Request Form and to submit it along with an estimate of the purchase expense to their Supervisor prior to making any purchases. Following the approved purchase, reimbursement information should be entered onto the reimbursement form for exempt and nonexempt employees. The form and instructions can be found on the Financial Services guidesite. Expense reimbursements should be completed and signed by the employee, and submitted to the approving supervisor (this would be the party responsible for approving the events budget) for signature and submission to the payroll department.

Reimbursements for classroom materials must be submitted as a single PDF file with required back up such as a copy of an original itemized receipt within fourteen (14) days of the purchase dates. The School will not honor reimbursement requests if submitted after the deadline. School-related purchases should not be combined with any personal purchases. Separate receipts for school purchases are required. Purchase Request Forms are available on the Financial Services guidesite and should be filled out electronically.

Before submitting your reimbursement and receipts as a PDF, please follow the naming conventions below:

Employee first initial and last name - Event Name - Pay Date

H Granger - Marshmallows- 08-25-25

Travel Policies

A travel request form must be completed and approved by the supervisor and the administrator responsible for the travel prior to any staff travel.

The School incurs the actual cost of travel expenses when (i) the School requests that the Employee travel to a conference; (ii) the expense is incurred within the scope of Employee's employment; and (iii) the expense was made on behalf of the Employee (and no other persons) unless approved in advance and in writing by the Superintendent & CEO. Each Employee must provide original receipts for travel expenses to the School's Payroll Finance Office within fourteen (14) five (5) calendar days of the Employee's return from travel.

The School incurs the actual cost of lodging and applicable taxes, but not the cost of gratuity or incidental items. Lodging is arranged by the School, at the School's discretion.

Mileage Reimbursement

Mileage will only be reimbursed for official school business that has been approved in advance by the supervisor. At times employees may be required to use their personal car for business purposes. Reimbursement for the operating expenses of the car will be calculated by multiplying the number of miles traveled by the currently approved Standard Mileage Rate published by the IRS. Other expenses must be substantiated by receipts. The costs of commuting (travel between home and the work site) will not be reimbursed. Any employee participating in approved, work-related travel in excess of sixty-five (65) miles each way may request a rental vehicle at the School's expense.

All CCS employees who use their cars for business purposes must have current and adequate automobile/liability insurance coverage. A copy of current car insurance must be uploaded to the travel request form. Employees must not transport volunteers or scholars in their personal vehicles. If transportation of this type is necessary, a rented vehicle must be used.

Other expenses such as parking will be reimbursed at the actual costs. Original, itemized receipts must be provided. Only pre-approved mileage will be reimbursed. Mileage reimbursement includes gas, so no additional reimbursement will be provided for gas that is purchased for the travel.

The reimbursement form and instructions can be found on the Financial Services guidesite. Expense reimbursements should be completed and signed by the employee, and submitted to the approving supervisor (this would be the party responsible for approving the events budget) for signature and submission to the finance department.

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Staff members are required to properly fill out a Reimbursement Form and to enter the information along with the original receipts within fourteen (14) days of the business trip. The School will not honor mileage reimbursement requests if submitted after the deadline.

Required Work Locations and Events
The school reserves the right to determine if staff will be reimbursed for mileage to a required in-person work location or event if the option for carpooling is available.

Meals and Incidental Expenses
Employees in travel status on School business are reimbursed up to the per diem rate for travel-related meal expenses for their travel destination. Receipts are required for reimbursement of travel meals using per diem rates.

Meals
The School does not reimburse meals included with a conference or if the hotel provides a meal with the cost of a room. If a conference includes meals, then the School reimburses only the meals where the traveler incurred an expense. If the meal provided is on the first or last day of travel the per diem should be reduced by the meal provided, then multiplied by 75%.

The School either incurs the cost or reimburses the employee for the actual cost of breakfast not to exceed $20.00 per day; lunch not to exceed $25.00 per day, and dinner not to exceed $30.00 per day, including the actual cost of tax and gratuity for such. The School incurs the actual cost of these items, not to exceed $75.00 per day, non-cumulative and non-compounding. The School does not reimburse the Employee for the purchase of any alcohol or snacks in addition to their meals. Employee receipts for meals must not include food for anyone outside of CCS staff. Any purchase of alcohol must be on a separate receipt and is not eligible for reimbursement.

If an employee has agreed to attend a conference, the fee has been paid by the School, and the employee cannot attend he/she must: (1) advise their supervisor as soon as possible; and (2) assist in arranging for another employee to attend in their place. An employee who fails to attend conferences that have been paid for by the School shall lose their ability to attend such conferences Exceptions will be made at the discretion of the Superintendent & CEO or their designee.

Payment for Meals
Tips should be no more than 20% of the bill, any tips over 20% will not be reimbursed. Also, employees must check their receipt prior to adding a tip to avoid over-tipping. Expense invoices must include an itemized business meal receipt, which includes the total amount plus tip.

Incidentals
Employees may include the daily incidental amount of $5.00 when determining the maximum rates. Gratuities for baggage carries, porters, hotel staff (bellhops and house cleaners), as well as ATM fees, bank fees, and check cashing fees are included in the daily incidental amount. As applicable, receipts must be provided to obtain reimbursement.

Employees will be required to submit a written itemized summary of their incidentals on behalf of business for CCS. An explanation for the incidental expense must be listed on the school reimbursement form to be reimbursed.

Reimbursement Claim Process

All employees must comply with the Reimbursement Claim process for any material purchases or travel expenses. Prior to making a purchase, employees must complete the purchase request form, include the reason for purchase, estimated cost, and include an amount not to exceed, and submit to the supervisor no less than five (5) days prior to purchase. EMPLOYEES ARE PROHIBITED FROM MAKING A PURCHASE UNTIL THEY HAVE RECEIVED PRIOR APPROVAL.

Employees should complete a Reimbursement Form in its entirety including After you have received approval and purchased items, complete the description section for items purchased, a attach a clear copy of an original receipt (uploaded as a PDF) (copies shall not be accepted), sign and submit the claim form to your supervisor for approval. If the supervisor approves, the form will be routed to the Finance Department for review and final processing. Reimbursements are made directly through payroll.

Lost Receipts

All reimbursements must be accompanied by the original itemized receipt and “total” receipt.if you do not have the original receipt you must complete a Lost Receipt affidavit form.

Health Care Insurance Coverage for Regular, Full-Time Employees

CCS offers certain insurance benefits that may include medical, dental, vision, and long-term disability insurance benefits to its regular, full-time employees. Regular, full-time employees can access the summary descriptions of the School’s benefit plans through the online benefit enrollment system. Available benefit plans may vary and may change from time to time. Affected employees will be advised of any such changes as required by applicable law.

All new employees will become eligible for medical benefits on the first of the month following thirty (30) days of employment. Part-time employees may be eligible for benefits per the School’s policy and applicable laws.

Employer Contributions

Compass contributes between $9,000.00 and $15,444.00 per year for all benefits eligible employees who elect medical coverage (including dental, vision, and/or supplemental) towards benefits coverage. The employer contribution will be on a tiered structure based on medical carrier (Anthem or Kaiser) and plan coverage selection.

Plan Coverage Options:

- Employee Only
- Employee + Child(ren)
- Employee + Spouse
- Employee + Family

12-month (24 pay periods)	PLAN COVERAGE	Monthly Employer Contribution	Annual Employer Contribution
ANTHEM	EE Only	$1,024.00	$12,288.00
	EE + CH	$1,187.00	$14,244.00
	EE + SP	$1,187.00	$14,244.00
	EE + FAM	$1,287.00	$15,444.00

11-month (22 pay periods)	PLAN COVERAGE	Monthly Employer Contribution	Annual Employer Contribution
ANTHEM	EE Only	$1,117.09	$12,288.00
	EE + CH	$1,294.91	$14,244.00
	EE + SP	$1,294.91	$14,244.00
	EE + FAM	$1,404.00	$15,444.00

12-month (24 pay periods)	PLAN COVERAGE	Monthly Employer Contribution	Annual
KAISER	EE Only	$800.00	$9,600.00
	EE + CH	$1,013.00	$12,156.00
	EE + SP	$1,013.00	$12,156.00
	EE + FAM	$1,100.00	$13,200.00

11-month (22 pay periods)	PLAN COVERAGE	Monthly Employer Contribution	Annual Employer Contribution
KAISER	EE Only	$872.73	$9,600.00
	EE + CH	$1,105.09	$12,156.00
	EE + SP	$1,105.09	$12,156.00
	EE + FAM	$1,200.00	$13,200.00

Employer contribution amount is determined by Medical plan election (carrier and plan coverage). Can be used for Medical + Dental, Vision, and/or supplemental (Anthem Voluntary Life policies are 100% employee sponsored)

The tiered contribution structure will be reviewed annually by the cabinet and adjusted as needed, subject to approval by the Superintendent & CEO.

For staff who do not elect medical coverage, but choose vision, dental, and/or supplemental benefits the employer contribution will be $2,400.00 per year.

- 11-month staff receive $218.18/month or $109.09/per pay period.
- 12-month staff receive $200.00/month or $100.00/per pay period.

Additionally, Compass provides employer-paid Life/AD&D and Long Term Disability coverage for all eligible employees. Compass does not offer cash in lieu of benefits.

Compass does not offer cash in-lieu of benefits.

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Employee Contributions

Any employee contributions due for benefits will be automatically deducted from the correlating pay period.

State Disability Insurance

Each employee contributes to the State of California to provide disability insurance Contributions are made through payroll deduction. Disability insurance is payable when you cannot work because of illness or injury not caused by employment at the School or when you are entitled to temporary workers' compensation at a rate less than the daily disability benefit amount. Specific rules and regulations governing disability are available from the Chief People Officer.

Retirement, Life Insurance, and Other School-Sponsored Benefits

CCS offers certain school-sponsored benefits that may include retirement and life insurance to its regular, full-time employees. Regular, full-time employees can access summary descriptions of the School's benefit plans through the online benefits enrollment system, the HRIS, or the Human Resources guidesite.

Available benefit plans may vary and may change from time to time within the sole discretion of the School. Affected employees will be advised of any such changes as required by applicable law.

COBRA Benefits

When coverage under the School's medical and/or dental plans ends, employees or dependents can continue coverage for eighteen (18) or thirty-six (36) months, depending upon the reason benefits ended. To continue coverage, an employee must pay the full cost of coverage – the employee contribution and the School's previous contribution plus a possible administrative charge.

- Medical coverage for an employee, their spouse, and eligible dependent children can continue for up to eighteen (18) months if coverage ends because:
- Employment ends, voluntarily or involuntarily, for any reason other than gross misconduct; or
- Hours of employment are reduced below the amount required to be considered a full-time, employee or part-time, making an employee ineligible for the plan.
- This eighteen (18) month period may be extended an additional eleven (11) months in cases of disability subject to certain requirements. This eighteen (18) month period may also be extended an additional eighteen (18) months if other events (such as a divorce or death) occur subject to certain requirements.
- An employee's spouse and eligible dependents can continue their health coverage for up to thirty-six (36) months if coverage ends because:
- The employee dies while covered by the plan;
- The employee and their spouse become divorced or legally separated; · The employee becomes eligible for Medicare coverage, but their spouse has not yet reached age sixty-five (65), or
- The employee's dependent child reaches an age which makes him or her ineligible for coverage under the plan.
- Rights similar to those described above may apply to retirees, spouses and dependents if the employer commences a bankruptcy proceeding and those individuals lose coverage.

- CCS will notify employees or their dependents if coverage ends due to termination or a reduction in work hours. If an employee becomes eligible for Medicare, divorced or legally separated, dies,
- or when a dependent child no longer meets the eligibility requirements, the employee or a family member are responsible for notifying the School within thirty (30) days of the event. CCS will then notify the employee or their dependents of the employee's rights.
- Health coverage continuation must be elected within sixty (60) days after receiving notice of the end of coverage or within sixty (60) days after the event causing the loss, whichever is later.
- There are certain circumstances under which coverage will end automatically. This happens if:
- Premiums for continued coverage are not paid within thirty (30) days of the due date;
- The employee (or their spouse or child) become covered under another group health plan which does not contain any exclusion or limitation with respect to any pre-existing condition the employee (or the employee's spouse or child, as applicable) may have;
- CCS stops providing group health benefits;
- The employee (or the employee's spouse or child) becomes entitled to Medicare; or
- The employee extended coverage for up to twenty-nine (29) months due to disability and there has been a final determination that the employee is no longer disabled.

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PERSONNEL EVALUATION AND RECORD-KEEPING

Employee Reviews and Evaluations

Employees will utilize the school's growth and development plan process to set, and manage performance goals. Employees will meet with their supervisor to set performance goals and schedule follow-up meetings throughout the school year. Growth and Development plans are intended to make employees aware of their progress, areas for improvement, objectives or goals for future work performance, and provide coaching, support, and resources as needed. The School's evaluation system will in no way alter the employment at-will relationship.

Due dates for employee Growth & Development Plan submission can be found on the School's master calendar.

Personnel Files and Record-Keeping Protocols

At the time of employment, an electronic personnel file is established for each employee. It is each employee's responsibility to keep the Human Resources Department advised of changes that should be reflected in their personnel file. Such changes include: change in address, telephone number, marital status, number of dependents, and person(s) to notify in case of emergency. Prompt notification of these changes is essential and will enable the School to contact an employee should the change affect their other records.

Employees have the right to inspect documents in their personnel file, as provided by law, in the presence of a School representative, at a mutually convenient time. Employees also have the right to obtain a copy of their personnel file as provided by law. Employees may add comments to any disputed item in the file. CCS will restrict disclosure of personnel files to authorized individuals within the School. A request for information contained in the personnel file must be directed to the Chief People Officer. Only the Chief People Officer or designee is authorized to release information about current or former employees. Disclosure of information to outside sources will be limited. However, the School will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting official investigations or as otherwise legally required. Copies of an employee's personnel file can be provided upon request. A fee of .25 cents per page will be charged to the employee. Requests for digital copies of an employee file will be provided at no cost.

Credible complaints of substantiated investigations into or discipline for egregious misconduct will not be expunged from an employee's personnel file unless the complaint is heard by an arbitrator, administrative law judge, or the Board and the complaint is deemed to be false, not credible, unsubstantiated or a determination was made that discipline was not warranted.

HOLIDAYS, VACATIONS, AND LEAVES

Holidays

An employee who qualifies to receive pay for a holiday will receive one (1) day of pay at the employee's regular rate of pay. To qualify to receive pay for a holiday, an employee must meet the following conditions:

1. Be a full-time employee scheduled to work on the date of the School holiday;
2. Work all hours that the employee is scheduled to work on the last regular working day before and after the holiday or using a paid sick leave day (except for employees inactive on leave). Employees on leaves of absence (FMLA, CFRA. ADA, FEHA, etc.) are considered inactive and are ineligible for holiday pay.

Qualifying regular full-time and salaried exempt employees will receive the following paid holidays:

- Labor Day
- Columbus/Indigenous People's Day
- Veteran's Day
- Thanksgiving Break
- Winter Break
- Martin Luther King Jr.'s Birthday
- President's Day
- Spring Break
- Memorial Day
- Juneteenth (specific eleven-month staff, all twelve-month staff)
- Summer Break (twelve-month staff)

When a holiday falls on a Saturday, the preceding Friday will be celebrated as the holiday; if it falls on a Sunday, the following Monday will be celebrated as the holiday.

Employee holidays, professional development, and school days are outlined in the Employee Calendars.

Vacation

While the School recognizes the importance of vacation time as a period of rest and rejuvenation away from the job, vacations must be scheduled with due consideration for "peak traffic periods" in the school.

For full-time twelve (12) month employee vacation will accrue as follows:

- One (1) to four (4) years of employment: Ten (10) days of paid vacation per year (3.33 hours per pay period)
- Five (5) years or more: Fifteen (15) days of paid vacation per year (5.0 hours per pay period)

No employee will receive pay in lieu of vacation during employment. Vacation does not accrue during an unpaid leave of absence or on disability salary continuation.

Employees cannot use paid vacation leave until the ninetieth (90th) calendar day following the employee's start date. Employees must request the use of vacation days through the PAYLOCITY system at least two (2) weeks prior to scheduled use in one (1) hour increments. It is advised to wait to book travel until the immediate supervisor has granted the use of vacation time.

Vacation time may not be utilized before it is earned. An employee whose employment terminates will be paid for accrued unused vacation days. Vacation can accrue up to a maximum of one and a half times (1.5) their annual vacation accrual for full-time twelve (12) month employees. Once this cap is reached, no further vacation will accrue until some vacation is used. When some vacation is used, vacation compensation will begin to accrue again. There is no retroactive grant of vacation compensation for the period of time the accrued vacation compensation was at the cap.

Sick Leave

CCS offers paid sick leave to its employees. Sick leave may be taken to receive preventive care (including annual physicals or flu shots) or to diagnose, treat, or care for an existing health condition.

Employees may also use sick leave to assist a family member (i.e., children, parents, spouses/domestic partners, grandparents, grandchildren, or siblings), or a designated person (i.e., a person identified by the employee at the time the employee requests sick leave), who must receive preventative care or a diagnosis, treatment, or care for an existing health condition. Employees are limited to one (1) designated person per twelve (12) month period. Employees may also take paid sick leave to receive medical care or other assistance to address instances of mental health, domestic violence, sexual assault, or stalking. Paid sick leave is also available for bone marrow or organ donation by an employee or their family member, to provide care for a guide, signal or service dog of an employee of their family member, or if CCS or an employee's child care provider's business is closed due to a public health emergency, an accident involving the employee's person or property or the person or property of an immediate family member, adoption of a child, or the birth of child making it necessary for an employee who is the parent of the child to be absent from their position during work hours.

Paid sick leave is available to all CCS employees. All full-time employees shall accrue one day per month which will accrue at the rate of four (4) hours per pay period. Part-time employees will accrue sick leave on a pro-rated basis but will never receive less than forty (40) hours or five (5) days of sick leave per year.

Employees cannot use paid sick leave until the ninetieth (90th) calendar day following the employee's start date. Sick leave must be taken by eligible employees in increments of one (1) hour. Unused, accrued sick leave carries over from year to year for full-time employees and caps at one hundred and sixty (160) hours, and eighty (80) hours for all other employees.

Employees absent five (5) or more consecutive days due to illness are required to submit medical evidence of an employee's fitness to return to work. If an employee is unable or unwilling to provide medical evidence of their fitness to return to work, they will be placed on an unpaid leave of absence until the time they can provide said medical release.

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Submission of medical evidence of an employee's fitness to return to work can be submitted directly to the Human Resources Manager, the Chief People Officer, or via the Time Off Certification form, a link may be found on the Human Resources guidesite.

Once an employee has exhausted sick leave, the employee may continue on an unpaid medical leave depending upon the facts and circumstances of the employee's basis for leave beyond accrued sick leave.

Sick leave is not to be used as vacation leave. Unused sick leave will not be paid out upon termination of employment.

Transfer of Sick Leave

The School does not transfer sick leave credit from other districts. Sick leave hours will be tracked for retirement reporting purposes. Employees should provide an official letter from the previous district(s) certifying the total days and/or hours available for transfer to CalSTRS.

If accepted, accrued and unused sick time can be transferred from the School to another district upon the termination of the employee-employer relationship.

Personal Necessity Leave

Full-time employees will receive forty (40) hours of Personal Necessity Leave per school year. Uses of personal necessity leave may include but are not limited to: death or serious illness of a member of the employee's immediate family (this is in addition to Bereavement Leave), an accident involving the employee's person or property or the person or property of an immediate family member, school appearance and activities for a school-aged child, personal legal matters, religious observances, an employee's birthday, and business matters that cannot be conducted outside of the workday.

Employees requesting the use of personal necessity leave must do so by submitting a request through the payroll platform (PAYLOCITY) at least two (2) weeks in advance unless an emergency situation occurs. If there is an emergency, please reach out to your direct supervisor to communicate the need for use of personal necessity leave so they may make the necessary approval in the payroll platform.

Personal necessity leave days are not considered the same as time worked, days used in conjunction with five (5) or more sick days will require medical certification of an employee's fitness to return to work, same as the Compass Sick Time policy.

Personal necessity leave is not vacation, does not roll over, and is not paid out upon termination of employment.

Catastrophic Injury/Illness Leave

Catastrophic injury or illness is defined as a life-threatening injury or illness of an employee which totally incapacitates the employee from work, or of an employee's family member (e.g., spouse/partner, child, or parent), as verified by a licensed physician and which forces the employee to exhaust all leave time earned by that employee, resulting in the loss of compensation for the employee. Conditions that are short-term in nature (e.g., the flu, back pain, a broken limb, etc.) are not catastrophic. Acute chronic

illnesses or injuries, such as cancer or major surgery, which result in intermittent absences from work, and which are long-term in nature and require long recuperation periods, may be considered catastrophic. The catastrophic leave program shall be implemented as follows:

1. Eleven (11) month employees may donate up to two (2) sick leave days per fiscal year and twelve (12) month employees may donate up to three (3) sick leave days per fiscal year to a sick leave bank for employees suffering a catastrophic illness/injury; however, each eleven (11) month employee must retain at least six (6) sick leave days, and each twelve (12) month employee must retain at least ten (10) sick leave days, for their own account. All transfers of sick leave are irrevocable.
2. Catastrophic leave requests must be submitted in writing to the School. Any employee requesting to receive donated sick leave under this program shall first exhaust all paid leave he/she has accrued.
3. The Superintendent & CEO shall determine whether or not to grant a request for catastrophic leave based on verification by a medical doctor as to the nature of the illness or injury, anticipated length of absence, and the prognosis for recovery. There is no right to receive catastrophic leave donations. The Superintendent & CEO may in their unreviewable discretion decline an employee's request for catastrophic leave benefits for any reason.
4. All information provided by the employee requesting catastrophic leave shall be held in strict confidence by the School and shall be isolated from other employment records as required by applicable law.
5. The number of sick days that can be received by an employee from the catastrophic leave bank is limited to twenty (20) per fiscal year.
6. If an employee is also receiving any form of disability benefits, which is paid on a weekly basis, the total amount of catastrophic leave pay the employee may receive on a weekly basis, when added to the amount of disability benefits the employee is receiving, shall not exceed the employee's total weekly salary. Employees must disclose to the School whether they are receiving any such disability benefits.
7. Any reinstatement rights for employees utilizing catastrophic leave shall be in accordance with applicable law.
8. Participation in this program is voluntary. Recipient employees shall not offer anything of value to another employee in exchange for donating leave. Likewise, donating employees shall not receive anything of value from another employee in exchange for donating leave.
9. Sick pay accrued during any period of unpaid leave only until the end of the month in which unpaid leave began.

Unpaid Leave of Absence

CCS recognizes that special situations may arise where an employee must leave his or her job temporarily. At its discretion, the School may grant an employee a leave of absence. Any unpaid leave of absence must be approved thirty (30) days in advance by the School.

The granting of a leave of absence always presumes the employee will return to active work by a designated date or within a specific period.

During a Family and Medical Leave Act, California Family Rights Act leave, and/or Pregnancy Disability Leave, the employee's medical and dental benefits will remain in force, provided the employee pays the appropriate premiums. Otherwise, benefits are terminated the month any other type of leave begins. If an employee fails to return from leave and is subsequently terminated, the employee is entitled to all earned but unused vacation pay, provided that the vacation pay was earned prior to the commencement of leave. No vacation time is accrued during any type of unpaid leave of absence.

Employment During Leave
No employee, including employees on Catastrophic Illness/Injury leave, may accept employment with any other employer without the School's written permission. An employee who accepts such employment without written permission will be deemed to have resigned from employment.

Employees on a leave of absence are prohibited from performing work duties during their leave, This includes but is not limited to answering emails, grading, responding to surveys, and communication with staff or other stakeholders. Employees in violation of this policy may be subject to restricted email access until their official return date and/or disciplinary action.

Family Care and Medical Leave (FMLA) and California Family Rights Act (CFRA)

This policy explains how the School complies with the federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"), both of which require the School to permit each eligible employee to take up to twelve (12) workweeks (or twenty-six (26) workweeks where indicated) of FMLA/CFRA leave in any twelve (12) month period for the purposes enumerated below.

FMLA and CFRA will run concurrently when applicable.

Employee Eligibility Criteria
To be eligible for FMLA/CFRA leave, the employee must have been employed by the School for a total of at least twelve (12) months, worked at least 1,250 hours during the twelve (12) month period immediately preceding commencement of the leave, and work at a location where the School has at least fifty (50) employees within seventy-five (75) miles, (except for purposes of CFRA where the School must only have at least five (5) employees).

Events That May Entitle an Employee to FMLA/CFRA Leave

The twelve (12) week (or twenty-six (26) workweeks where indicated) FMLA/CFRA allowance includes any time taken (with or without pay) for any of the following reasons:

1. To care for the employee's newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude twelve (12) months after the birth, adoption, or placement. If both parents are employed by the School, they each will be entitled to a separate twelve (12) weeks of leave for this purpose, which cannot be loaned or otherwise assigned from one employee to the other.
2. Because of the employee's own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of his or her job (other than a disability caused by

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pregnancy, childbirth, or related medical conditions, which is covered by the School's separate pregnancy disability policy).

i. A "serious health condition" is an illness, injury (including, but not limited to, on the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or spouse of the employee that involves either inpatient care or continuing treatment,
ii. including, but not limited to, treatment for substance abuse.
iii. "Inpatient care" means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an "inpatient" when a health care facility formally admits him/her to the facility with the expectation that he/she will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.
iv. "Incapacity" means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.
v. "Continuing treatment" means ongoing medical treatment or supervision by a health care provider.

2. To care for a spouse, domestic partner, child, or parent with a serious health condition. A qualifying family member may also include a parent-in-law, grandparent, grandchild, sibling, or designated person for CFRA purposes. "Designated person" refers to any individual related by blood or whose association with the employee is the equivalent to a family relationship. Employees are limited to one (1) designated person per twelve (12) month period.
3. When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces service member with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of additional FMLA leave in a single twelve (12) month period to provide said care. CFRA does not provide leave specific to caring for a service member.
4. For any "qualifying exigency" because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call
5. or order to active duty, in the Armed Forces. For CFRA purposes, this may also include a domestic partner.

Amount of FMLA/CFRA Leave Which May Be Taken

1. FMLA/CFRA leave can be taken in one (1) or more periods, but may not exceed twelve (12) workweeks total for any purpose in any twelve (12) month period, as described below, for any one, or combination of the above-described situations. "Twelve workweeks" means the equivalent of twelve (12) of the employee's normally scheduled workweeks. For a full time employee who works five (5) eight-hour days per week, "twelve workweeks" means sixty (60) working and/or paid eight (8) hour days.
2. In addition to the twelve (12) workweeks of FMLA/CFRA leave that may be taken, an employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces service member may also be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the service member.

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3. The “twelve-month period” in which twelve (12) weeks of FMLA and CFRA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA/CFRA leave.
4. If a holiday falls within a week taken as FMLA/CFRA leave, the week is nevertheless counted as a week of FMLA/CFRA leave. If, however, the School’s business activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Vacation, the days the School’s activities have ceased do not count against the employee’s FMLA or CFRA leave entitlement. Similarly, if an employee uses FMLA/CFRA leave in increments of less than one (1) week, the fact that a holiday may occur within a week in which an employee partially takes leave does not count against the employee’s leave entitlement unless the employee was otherwise scheduled and expected to work during the holiday.

Pay during FMLA/CFRA Leave

1. An employee on FMLA/CFRA leave because of their own serious health condition must use all accrued paid sick leave at the beginning of any otherwise unpaid FMLA/CFRA leave period. If an employee is receiving a partial wage replacement benefit during the FMLA/CFRA leave, the School and the employee may agree to have School-provided paid leave, such as vacation or sick time, supplement the partial wage replacement benefit unless otherwise prohibited by law.
2. An employee on FMLA/CFRA leave for baby-bonding or to care for a qualifying family member with a serious health condition may use any or all accrued sick leave at the beginning of any otherwise unpaid FMLA/CFRA leave.
3. If an employee has exhausted their sick leave, leave taken under FMLA/CFRA shall be unpaid leave.
4. The receipt of sick leave pay or State Disability Insurance benefits will not extend the length of the FMLA or CFRA leave. Sick pay accrues during any period of unpaid FMLA or CFRA leave only until the end of the month in which unpaid leave began.

Health Benefits

The provisions of the School’s various employee benefit plans govern continuing eligibility during FMLA/CFRA leave, and these provisions may change from time to time. The health benefits of employees on FMLA/CFRA leave will be paid by the School during the leave at the same level and under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period. When a request for FMLA/CFRA leave is granted, the School will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

If an employee is required to pay premiums for any part of their group health coverage, the School will provide the employee with advance written notice of the terms and conditions under which premium payments must be made.

CCS may recover the health benefit costs paid on behalf of an employee during their FMLA/CFRA leave if:

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1. The employee fails to return from leave after the period of leave to which the employee is entitled has expired. An employee is deemed to have "failed to return from leave" if he/she works less than thirty (30) days after returning from FMLA/CFRA leave; and
2. The employee's failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to FMLA/CFRA leave, or other circumstances beyond the control of the employee.

Seniority

An employee on FMLA/CFRA leave remains an employee and the leave will not constitute a break in service. An employee who returns from FMLA/CFRA leave will return with the same seniority he/she had when the leave commenced.

Medical Certifications

1. An employee requesting FMLA/CFRA leave because of their own or a relative's serious health condition must provide medical certification from the appropriate healthcare provider on a form supplied by the School. Absent extenuating circumstances, failure to provide the required certification in a timely manner (within fifteen (15) days of the School's request for certification) may result in denial of the leave request until such certification is provided.
2. The School will notify the employee in writing if the certification is incomplete or insufficient, and will advise the employee what additional information is necessary in order to make the certification complete and sufficient. The School may contact the employee's health care provider to authenticate a certification as needed.
3. If the School has reason to doubt the medical certification supporting a leave because of the employee's own serious health condition, the School may request a second opinion by a healthcare provider of its choice (paid for by the School). If the second opinion differs from the first one, the School will pay for a third, mutually agreeable, healthcare provider to provide a final and binding opinion
4. Recertifications are required if leave is sought after the expiration of the time estimated by the health care provider. Failure to submit required recertification can result in termination of the leave.

Procedures for Requesting and Scheduling FMLA/CFRA Leave

1. An employee should request FMLA/CFRA leave by completing a Request for Leave form and submitting it to the Chief People Officer. An employee asking for a Request for Leave form will be given a copy of the School's then-current FMLA/CFRA leave policy.
2. Employees should provide not less than thirty (30) days' notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or their qualifying family member. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA/CFRA leave was an emergency or was otherwise unforeseeable.
3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
4. If FMLA/CFRA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's qualifying family member, the leave may be taken

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intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.

5. If FMLA/CFRA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the School will grant a request for FMLA/CFRA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.
6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.
7. The School will respond to an FMLA/CFRA leave request no later than five (5) business days of receiving the request. If an FMLA/CFRA leave request is granted, the School will notify the employee in writing that the leave will be counted against the employee's FMLA/CFRA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

Return to Work

1. Upon timely return at the expiration of the FMLA/CFRA leave period, an employee is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA/CFRA leave.
2. When a request for FMLA/CFRA leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).
3. Before an employee will be permitted to return from FMLA/CFRA leave taken because of their own serious health condition, the employee must obtain a certification from their healthcare provider that he/she is able to resume work.
4. If an employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If an accommodation cannot be made, the employee will be medically separated from the School.

Employment during Leave

No employee, including employees on FMLA/CFRA leave, may accept employment with any other employer without the School's written permission. An employee who accepts such employment without the School's written permission will be deemed to have resigned from employment at the School.

Employees on a leave of absence are prohibited from performing work duties during their leave, This includes but is not limited to answering emails, grading, responding to surveys, and communication with staff or other stakeholders. Employees in violation of this policy may be subject to restricted email access until their official return date and/or disciplinary action.

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Pregnancy Disability Leave

This policy explains how the School complies with the California Pregnancy Disability Act, which requires the School to give each female employee an unpaid leave of absence of up to four (4) months per pregnancy, as needed, for the period(s) of time a woman is actually disabled by pregnancy, childbirth, or related medical conditions.

Employee Eligibility Criteria
To be eligible for pregnancy disability leave, the employee must be disabled by pregnancy, childbirth, or a related medical condition and must provide appropriate medical certification concerning the disability.

Events That May Entitle an Employee to Pregnancy Disability Leave
The four (4) month pregnancy disability leave allowance includes any time taken (with or without pay) for any of the following reasons:

1. The employee is unable to work at all or is unable to perform any one or more of the essential functions of her job without undue risk to herself, the successful completion of her pregnancy, or to other persons because of pregnancy or childbirth, or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness); or
2. The employee needs to take time off for prenatal care.

Duration of Pregnancy Disability Leave
Pregnancy disability leave may be taken in one or more periods, but not to exceed four months total. “Four months” means the number of days the employee would normally work within four months. For a full-time employee who works five (5) eight (8) hour days per week, four (4) months means 693 hours of leave (40 hours per week times 17 1/3 weeks).

For employees who work more or less than forty (40) hours per week, or who work on variable work schedules, the number of working days that constitutes four (4) months is calculated on a pro-rata or proportional basis. For example, for an employee who works twenty (20) hours per week, “four months” means 346.5 hours of leave entitlement (20 hours per week times 17 1/3 weeks). For an employee who normally works forty-eight (48) hours per week, “four months” means 832 hours of leave entitlement (48 hours per week times 17 1/3 weeks).

At the end or depletion of an employee’s pregnancy disability leave, an employee who has a physical or mental disability (which may or may not be due to pregnancy, childbirth, or related medical conditions) may be entitled to reasonable accommodation. Entitlement to additional leave must be determined on a case-by case basis, taking into account a number of considerations such as whether an extended leave is likely to be effective in allowing the employee to return to work at the end of the leave, with or without further reasonable accommodation, and whether or not additional leave would create an undue hardship for the School. The School is not required to provide an indefinite leave of absence as a reasonable accommodation.

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Pay during Pregnancy Disability Leave

1. An employee on pregnancy disability leave must use all accrued paid sick leave and may use any or all accrued vacation time at the beginning of any otherwise unpaid leave period.
2. The receipt of vacation pay, sick leave pay, or state disability insurance benefits, will not extend the length of pregnancy disability leave.
3. Vacation and sick pay accrue during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began.

Health Benefits

CCS shall provide continued health insurance coverage while an employee is on pregnancy disability leave consistent with applicable law. The continuation of health benefits is for a maximum of four (4) months in a twelve (12)-month period. CCS can recover premiums that it already paid on behalf of an employee if both of the following conditions are met:

1. The employee fails to return from leave after the designated leave period expires.
2. The employee's failure to return from leave is for a reason other than the following:
    a. The employee is taking leave under the California Family Rights Act.
    b. There is a continuation, recurrence or onset of a health condition that entitles the employee to pregnancy disability leave.
    c. There is a non-pregnancy related medical condition requiring further leave. Any other circumstance beyond the control of the employee.

Seniority

An employee on pregnancy disability leave remains an employee of the School and a leave will not constitute a break in service. When an employee returns from pregnancy disability leave, she will return with the same seniority she had when the leave commenced.

Medical Certifications

1. An employee requesting a pregnancy disability leave must provide medical certification from her healthcare provider. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in a denial of the leave request until such certification is provided.
2. Recertifications are required if leave is sought after the expiration of the time estimated by the healthcare provider. Failure to submit the required recertification can result in termination of the leave.

Requesting and Scheduling Pregnancy Disability Leave

1. An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to the Chief People Officer. An employee asking for a Request for Leave form will be referred to the School's then-current pregnancy disability leave policy.
2. Employees should provide not less than thirty (30) days' notice or as soon as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.

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3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
4. Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.
5. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.
6. The School will respond to a pregnancy disability leave request within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, the School will notify the employee in writing, and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

Return to Work

1. Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position at the time reinstatement is requested. If the employee is not reinstated to the same position; she must be reinstated to a comparable position unless one of the following is applicable:
    a. The employer would not have offered a comparable position to the employee if she would have been continuously at work during the pregnancy disability leave.
    b. There is no comparable position available, to which the employee is either qualified or entitled, on the employee's scheduled date of reinstatement or within sixty (60) calendar days thereafter. The School will take reasonable steps to provide notice to the employee if and when comparable positions become available during the sixty (60) day period.
    c. A "comparable" position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions.
2. When a request for pregnancy disability leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).
3. In accordance with CCS policy, before an employee will be permitted to return from a pregnancy disability leave of three (3) days or more, the employee must obtain a certification from their healthcare provider that they are able to resume work.
4. If the employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If an accommodation cannot be made, the employee will be medically separated from the School.

Employment during Leave

No employee, including employees on pregnancy disability leave, may accept employment with any other employer without the School's written permission. An employee who accepts such employment without written permission will be deemed to have resigned from employment.

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Employees on a leave of absence are prohibited from performing work duties during their leave, This includes but is not limited to answering emails, grading, responding to surveys, and communication with staff or other stakeholders. Employees in violation of this policy may be subject to restricted email access until their official return date and/or disciplinary action.

Industrial Injury Leave (Workers' Compensation)

CCS, in accordance with State law, provides insurance coverage for employees in case of work-related injuries. The workers' compensation benefits provided to injured employees may include:

- Medical care;
- Cash benefits, tax-free to replace lost wages; and
- Vocational rehabilitation to help qualified injured employees return to suitable employment.

To ensure employees receive any worker's compensation benefits to which they may be entitled, employees will need to:

- Immediately report any work-related injury to the Chief Operating Officer;
- Seek medical treatment and follow-up care if required;
- Complete a written Employee's Claim Form (DWC Form 1) and return it to the Chief of Staff, and
- Provide the School with a certification from a health care provider regarding the need for workers' compensation disability leave as well as the employee's eventual ability to return to work from the leave.

It is the School's policy that when there is a job-related injury, the first priority is to ensure that the injured employee receives appropriate medical attention. CCS, with the help of its insurance carrier, has selected medical centers to meet this need. Each medical center was selected for its ability to meet anticipated needs with high-quality medical service and a location that is convenient to the School's operation.

- If an employee is injured on the job, he/she is to go or be taken to the approved medical center for treatment. If injuries are such that they require the use of emergency medical systems ("EMS") such as an ambulance, the choice by the EMS personnel for the most appropriate medical center or hospital for treatment will be recognized as an approved center.
- All accidents and injuries must be reported to the Chief Operating Officer and to the individual responsible for reporting to the School's insurance carrier. Failure by an employee to report a work-related injury by the end of their shift could result in loss of insurance coverage for the employee. An employee may choose to be treated by their personal physician at their own expense, but he/she is still required to go to the School's approved medical center for evaluation. All job-related injuries must be reported to the appropriate State Workers' Compensation Bureau and the insurance carrier.
- When there is a job-related injury that results in lost time, the employee must have a medical release from the School's approved medical facility before returning to work.
- Any time there is a job-related injury, the School's policy requires drug/alcohol testing along with any medical treatment provided to the employee.

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Military and Military Spousal Leave of Absence

CCS shall grant a military leave of absence to any employee who must be absent from work due to service in the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"). All employees requesting military leave must provide advance written notice of the need for such leave, unless prevented from doing so by military necessity or if providing notice would be impossible or unreasonable.

If military leave is for thirty (30) or fewer days, the School shall continue the employee's health benefits. For service of more than thirty (30) days, employees shall be permitted to continue their health benefits at their option through COBRA. Employees are entitled to use accrued vacation or paid time off as wage replacement during time served, provided such vacation/paid time off accrued prior to the leave.

Except for employees serving in the National Guard, CCS will reinstate those employees returning from military leave to their same position or one of comparable seniority, status, and pay if they have a certificate of satisfactory completion of service and apply within ninety (90) days after release from active duty or within such extended period if any, as required by law. For those employees serving in the National Guard, if he or she left a full-time position, the employee must apply for reemployment within forty (40) days of being released from active duty, and if he or she left part-time employment, the employee must apply for reemployment within five (5) days of being released from active duty.

An employee who was absent from work while fulfilling his or her covered service obligation under the USERRA or California law shall be credited, upon his or her return to the School, with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. Exceptions to this policy will occur wherever necessary to comply with applicable laws.

CCS shall grant up to ten (10) days of unpaid leave to employees who work more than twenty (20) hours per week and who are spouses of deployed military servicemen and servicewomen. The leave may be taken when the military spouse is on leave from deployment during a time of military conflict. To be eligible for leave, an employee must provide the School with (1) notice of intention to take military spousal leave within two (2) business days of receiving official notice that the employee's military spouse will be on leave from deployment, and (2) documentation certifying that the employee's military spouse will be on leave from deployment during the time that the employee requests leave.

Bereavement Leave

Each employee will be provided with five (5) total bereavement days for the death of a covered family member (spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law) per year. Three (3) days will be paid, and two (2) days will be unpaid. Employees have the option of subsidizing accrued Sick Time or Vacation Time (when applicable) in place of unpaid bereavement.

If an employee requires more than five (5) days off for bereavement leave, the employee may use accrued sick and/or vacation days. Please contact a member of the Human Resources department if you wish to utilize accrued sick, vacation, or personal necessity leave days for bereavement.

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Bereavement leave must be utilized within three (3) months of the covered family member's date of death. Bereavement pay will not be used in computing overtime pay. Upon request, an employee may be required to provide documentation of the death of a covered family member.

Reproductive Loss Leave

All employees who have worked for the School for at least thirty (30) days shall be eligible to take up to five (5) days of leave upon the employee experiencing a reproductive loss event. A reproductive loss event includes any failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction. Reproductive loss leave must be used within three (3) months of a reproductive loss event. Employees may take up to twenty (20) days of leave due to qualifying reproductive loss events within a twelve (12) month period. Reproductive loss leave shall be unpaid unless the employee elects to use available accrued/unused paid leave. Reproductive loss leave shall not be used in computing overtime pay.

Jury Duty or Witness Leave

Jury and Witness leave is provided for any employee who is called to serve jury or witness duty in any court during regularly assigned working hours. Prior notification to and approval by the Human Resources Department is required. The School will pay an employee up to fifteen (15) days paid per jury service term.

If an employee is asked to use the call-in jury system and he/she is not selected to appear the next morning, the employee must report to work. The employee must notify HR if he/she has been selected to serve on a jury and if possible to notify how long the trial may last in order to plan ahead.

As a reminder as of August 2004, in an effort to avoid duplicate payment of public funds, California Superior Court jurors employed by a government entity (including school districts) who receive their regular compensation during jury service may not be paid daily jury duty fees by the court (California Code of Civil Procedure, Section 215). Hence, when completing the juror affidavit questionnaire, it is your responsibility to check the "Government/Public Employee" box (rather than "Employed"). This alerts the court to withhold payment of jury fees (although you will still receive mileage reimbursement, unless you have elected to waive it).

Note: Employees summoned to United States District Court are entitled to jury fees. Therefore, in accordance with current employee agreements, an amount equal to the jury fees paid by the court will automatically be withheld from the employee's subsequent pay.

Employees must provide a copy of Jury Summons or Witness Subpoena when requesting Jury Duty Leave and must submit employer paperwork received from the court at the completion of jury service. Employees must request time off for Jury Service using the HRIS.

Voting Time Off

If an employee does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the employee may take off enough working time to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time and the time

taken off shall be combined with the voting time available outside of working hours to a maximum of two (2) hours combined. Under these circumstances, an employee will be allowed a maximum of two (2) hours of time off during an election day without loss of pay. When possible, an employee requesting time off to vote shall give their immediate supervisor at least two (2) days' notice.

School Appearance and Activities Leave

As required by law, CCS will permit an employee who is a parent or guardian (including a stepparent, foster parent, or grandparent) of school children, from kindergarten through grade twelve (12), or a child enrolled with a licensed child care provider, up to forty (40) hours of unpaid time off per school year (up to eight (8) hours in any calendar month of the school year) to participate in activities of a child's school or child care. If more than one (1) parent or guardian is an employee of CCS, the employee that first provides the leave request will be given the requested time off. Where necessary, additional time off will also be permitted where the school requires the employee(s) appearance.

The employee requesting school leave must provide reasonable advanced notice of the planned absence. The employee must use accrued but unused paid leave (e.g., vacation, personal necessity, or sick leave) to be paid during the absence.

When requesting time off for school activities, the employee must provide verification of participation in an activity as soon as practicable. When requesting time off for a required appearance, the employee(s) must provide a copy of the notice from the child's school requesting the presence of the employee.

Bone Marrow and Organ Donor Leave

As required by law, eligible employees who require time off to donate bone marrow to another person may receive up to five (5) workdays off in a twelve (12) month period. Eligible employees who require time off to donate an organ to another person may receive up to sixty (60) workdays off in a twelve (12) month period.

To be eligible for bone marrow or organ donation leave ("Donor Leave"), the employee must have been employed by the School for at least ninety (90) days immediately preceding the Donor Leave.

An employee requesting Donor Leave must provide written verification to the School that he or she is a donor and that there is a medical necessity for the donation of the organ or bone marrow.

Up to five (5) days of leave for bone marrow donation, and up to thirty (30) days of leave for organ donation, may be paid provided the employee uses five (5) days of accrued paid leave for bone marrow donation and two (2) weeks of accrued paid leave for organ donation. If the employee has an insufficient number of paid leave days available, the leave will otherwise be paid.

Employees returning from Donor Leave will be reinstated to the position held before the leave began, or to a position with equivalent status, benefits, pay and other terms and conditions of employment. The School may refuse to reinstate an employee if the reason is unrelated to taking a Donor Leave. A Donor Leave is not permitted to be taken concurrently with an FMLA/CFRA Leave.

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Victims of Abuse Leave

CCS provides reasonable and necessary unpaid leave and other reasonable accommodations to employees who are victims of domestic violence, sexual assault, stalking or other crimes. Such leave may be taken to attend legal proceedings or to obtain or attempt to obtain any relief necessary, including a restraining order, to ensure the employee's own health, safety or welfare, that of the employee's child or children or when a person whose immediate family member is deceased as the direct result of a crime. A crime includes a crime or public offense that would constitute a misdemeanor or felony if the crime had been committed in California by a competent adult, an act of terrorism against a resident of California (whether or not such act occurs within the state), and regardless of whether any person is arrested for, prosecuted for, or convicted of, committing the crime. Employees may also request unpaid leave for the following purposes:

- Seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- Obtain services from a domestic violence shelter, program, or rape crisis center.
- Obtain psychological counseling for the domestic violence, sexual assault, or stalking.
- Participate in safety planning, such as relocation, to protect against future domestic violence, sexual assault, or stalking.

To request leave under this policy, an employee should provide CCS with as much advance notice as practicable under the circumstances. If advance notice is not possible, the employee requesting leave under this policy should provide CCS one (1) of the following certifications upon returning back to work:

a. A police report indicating that the employee was a victim of domestic violence, sexual assault, or stalking.
b. A court order protecting the employee from the perpetrator or other evidence from the court or prosecuting attorney that the employee appeared in court.
c. Documentation from a licensed medical professional, domestic violence or sexual assault counselor, licensed health care provider, or counselor showing that the employee's absence was due to treatment for injuries or abuse from domestic violence, sexual assault, or stalking.
d. Any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for a purpose authorized under the law.

Employees requesting leave under this policy may choose to use accrued paid leave. In addition, CCS will provide reasonable accommodations to employees who are victims of domestic violence, sexual assault or stalking for the employees' safety while at work. To request an accommodation under this policy, an employee should contact Human Resources.

Returning from Leave of Absence

Employees cannot return from a medical leave of absence without first providing a sufficient doctor's return to work authorization. When business considerations require, the job of an employee on leave may be filled by a temporary or regular replacement.

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An employee should give the Human Resources department thirty (30) days' notice prior to returning from leave. Whenever the School is notified of an employee's intent to return from leave, the School will attempt to place the employee in their former position or in a comparable position with regard to salary and other terms and conditions for which the employee is qualified. However, re-employment cannot always be guaranteed. If employees need further information regarding Leaves of Absence, they should be sure to consult the Chief People Officer.

DISCIPLINE AND TERMINATION OF EMPLOYMENT

Rules of Conduct

The following conduct is prohibited and will not be tolerated by the School. This list of prohibited conduct is illustrative only and applies to all employees of the School; other types of conduct that threaten security, personal safety, employee welfare, and the School's operations also may be prohibited. Further, the specification of this list of conduct in no way alters the at-will employment relationship as to at-will employees of the School. If an employee is working under a contract with the School which grants procedural rights prior to termination, the procedural terms in the contract shall apply.

1. Insubordination - refusing to perform a task or duty assigned or act in accordance with instructions provided by an employee's manager or proper authority.
2. Unprofessional conduct or violation of the schools established ARTIC values.
3. Inefficiency - including deliberate restriction of output, carelessness or unnecessary wastes of time or material, neglect of job, duties, or responsibilities.
4. Unauthorized soliciting, collecting of contributions, distribution of literature, written or printed matter is strictly prohibited on School property or via the school intranet (i.e. Workplace, guidesite) by employees and non-employees. This rule does not cover periods of time when employees are off their jobs, such as lunch periods and break times. However, employees properly off their jobs are prohibited from such activity with other employees who are performing their work tasks.
5. Acceptance, from any source, of a reward, gift, or other forms of remuneration in excess of $100.00, in addition to regular compensation to all staff.
6. Damaging, defacing, unauthorized removal, destruction or theft of another employee's property or of School property.
7. Fighting or instigating a fight on School premises.
8. Violations of the drug and alcohol policy include using, possessing, dealing, distributing, or being under the influence of intoxicating beverages, non-prescribed drugs or any unlawful drugs while on duty or at a work location.
9. Actions which constitute an unwholesome influence on scholars or other staff members, such as harassment, which includes but is not limited to sexual harassment.
10. Using or possessing firearms, weapons, or explosives of any kind on school premises.
11. Gambling on school premises.
12. Tampering with or falsifying any report or record including, but not limited to, personnel, absentee, sickness or production reports or records, specifically including applications for employment and timecards.
13. Electronically clocking for another employee or permitting or arranging for another employee to record your clock time.
14. Use of profane, abusive or threatening language in conversations with other employees and/or intimidating or interfering with other employees.
15. Conducting personal business during business hours and/or unauthorized use of telephone lines for personal calls.
16. Excessive absenteeism or tardiness excused or unexcused.
17. Posting any notices on School premises without the prior written approval of management, unless posting is on a School bulletin board designated for employee postings.

18. Immoral or indecent conduct.
19. Conviction of a criminal act, especially a felony, or conviction of a misdemeanor involving moral turpitude.
20. Engaging in sabotage or espionage (industrial or otherwise).
21. Violation of the unlawful harassment, discrimination, and retaliation policy.
22. Violation of the School's policies regarding discrimination, harassment, or retaliation.
23. Failure to report a job-related accident to the employee's manager, school administrator, or failure to take or follow prescribed tests, procedures or treatment.
24. Sleeping during work hours.
25. Release of confidential information relating to staff, scholars or CCS without prior authorization from the Human Resources Department and/or the Superintendent & CEO.
26. Any other conduct detrimental to other employees or the School's interests or its efficient operations.
27. Any willful act of conduct undertaken in bad faith, either during or outside of duty hours, which is of such a nature that causes discredit to the School.
28. Violation of any federal, state or local laws affecting the School or the employee's employment or fitness for employment with the School.
29. Failure to comply with the School's safety protocols and procedures.
30. Refusal to speak to supervisors or other employees.
31. Dishonesty.
32. Failure to possess or maintain the credential/certificate required of the position.

For employees who possess an employment contract which provides for other than at-will employment, the procedures and process for termination during the contract shall be specified in the contract.

Off-Duty Conduct

While the School does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the School's legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect the School or its own integrity, reputation, or credibility. Illegal or immoral off-duty conduct by an employee that adversely affects the School's legitimate business interests or the employee's ability to perform his or her work will not be tolerated.

While employed by the School, employees are expected to devote their energies to their jobs with the School. For this reason, second jobs are strongly discouraged. The following types of additional employment elsewhere are strictly prohibited:

- Additional employment that conflicts with an employee's work schedule, duties, and responsibilities at our School.
- Additional employment that creates a conflict of interest or is incompatible with the employee's position with our School.
- Additional employment that impairs or has a detrimental effect on the employee's work performance with our School.

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- Additional employment that requires the employee to conduct work or related activities on the School's property during the employer's working hours or using School facilities and/or equipment; and
- Additional employment that directly or indirectly competes with the business or the interests of our School.

Employees who wish to engage in additional employment that may create a real or apparent conflict of interest must submit a written request to the School explaining the details of the additional employment. If the additional employment is authorized, the School assumes no responsibility for it. CCS shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

Employee Improvement Opportunities and Progressive Disciplinary Process

Situations may arise where an employee's conduct and performance needs to be addressed by the school's progressive disciplinary process. All situations will be reviewed by the Human Resources Team when determining the appropriate actions. Use of progressive discipline remains within the sole and unreviewable discretion of CCS and in no way alters or impairs the at-will nature of employment at the School.

Coaching and Mentoring

Compass believes in the importance of holding crucial conversations regarding performance and mentoring opportunities whenever possible. Supervisors should address concerns of employee performance directly with the employee in either their regular recurring check-in (one-on-one) meetings or a scheduled meeting.

Coaching Support Plan (CSP)

This document is meant to identify and address opportunities for growth. Employees and supervisors are expected to collaborate on completion of the CSP.

A CSP usually follows a verbal warning, but may be issued with a written warning.

Performance Improvement Plan (PIP)

The Performance Improvement Plan (PIP) is an escalation from a CSP, this is a detailed plan for improvement based on requirements and regular duties based on an employees role and job description. This can include daily or weekly check-ins, and may be used in conjunction with a written warning.

Subject to the at-will nature of employment, employees are expected to meet conditions of a PIP on an immediate and sustained basis but by no later than within thirty (30) days.

30-Day Follow-up to Performance Improvement Plan:
Conditions Met: Update notes on the PIP documentation and additional support through regular check-in (one-on-one) meetings.
Significant Improvement: Update notes on the PIP documentation and re-visit within an agreed upon timeline, usually one (1) to two (2) weeks.
Conditions Not Met or No Improvement: Termination of employment.

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Progressive Discipline Procedures

Although employment with the School is "at-will," meaning that either the employee or the School may terminate the employment relationship at any time, with or without cause or advance notice, the School shall generally utilize a discipline process which includes the following progression: verbal warning; written reprimand; suspension without pay; and release.

Verbal Warning: A verbal warning may result in a post-conference summary or memorandum. The employee shall have the right to have a written response attached to the warning and retained in the file.

Written Warning: Unless conduct warrants a written warning/reprimand in the first instance, a written reprimand shall not be used unless the employee has been verbally warned about similar actions within the last three (3) years. The School, in its discretion, may also issue a performance improvement plan ("PIP") concurrent with the written reprimand. The employee shall have the right to have a written response attached to the reprimand and retained in the file.

Suspension: The School, in its discretion, may choose to place the employee on unpaid suspension in lieu of a releasing the employee. However, placement on unpaid suspension does not bar the School from releasing the employee should disciplinary issues continue.

Release from At-Will Employment: Release from at-will employment shall be the final step of progressive discipline and shall generally be used only when prior steps of progressive discipline have failed, or unless the basis for the release constitutes misconduct or significant unsatisfactory job performance.

The School reserves the right in all instances to determine the appropriate level of disciplinary action, where progressive steps may not always be taken. Neither this policy nor any action taken or not taken by the School in relation to employee discipline alters the at-will nature of relationship at the School.

Misconduct

For the purposes of this policy, "misconduct" includes but is not limited to employee actions or inactions which: tend to threaten the safety of School students, families and staff; violate the terms of the School's charter, Employee Handbook, or any other policies/procedures; violate federal, state, or local law; or tend to damage the School's reputation within the community. The School shall have the sole authority to determine when a disciplinary matter rises to the level of constituting "misconduct."

Administrative Leave with Pay

The Superintendent & CEO or their designee, at his or her discretion, may place any employee on administrative leave with pay for the purpose of investigating charges or complaints against such employee. Full benefits shall remain in force pending the completion of an investigation. Such leave will not be considered disciplinary in nature.

Termination of Employment

Should it become necessary for an employee to terminate their at-will employment with the School, employees should notify the Human Resources Manager or Chief People Officer regarding their intention as far in advance as possible. At least two (2) weeks' notice is expected whenever possible.

When an employee terminates their at-will employment, they will be entitled to all earned but unused vacation pay. If an employee is participating in the medical and/or dental plan, they will be provided information on their rights under COBRA.

Employees are expected to return all School equipment/property upon termination of employment.

INTERNAL COMPLAINT REVIEW

The purpose of the “Internal Complaint Review Policy” is to afford all employees of the School the opportunity to seek internal resolution of their work-related concerns. All employees have free access to the Human Resources Team or Board of Directors to express their work-related concerns.

Specific complaints of unlawful harassment, discrimination, and retaliation are addressed under the School’s “Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation.”

Internal Complaints

(Complaints by Employees Against Employees)

This section of the policy is for use when a School employee raises a complaint or concern about a coworker.

If reasonably possible, internal complaints should be resolved at the lowest possible level, including attempts to discuss/resolve concerns with the immediate supervisor. However, in the event an informal resolution may not be achieved or is not appropriate, the following steps will be followed by the Human Resources Team:

1. The complainant will bring the matter to the attention of a member of the Human Resources Team as soon as possible after attempts to resolve the complaint with the immediate supervisor have failed, or if not appropriate.
2. The complainant will reduce their complaint to writing, indicating all known and relevant facts. The Human Resources Team will then investigate the facts and provide a solution or explanation.
3. If the complaint is about the Chief People Officer, the complainant may file their complaint in writing to the Superintendent & CEO. The Superintendent & CEO or designee will then investigate the facts and provide a solution or explanation.
4. If the complaint is about the Superintendent & CEO, the complainant may file their complaint in writing to the Chair of the Board of Directors, who will then confer with the Board and may conduct a fact-finding or authorize a third-party investigator on behalf of the Board. The Board Chair or investigator will report his or her findings to the Board for review and action, if necessary.
5. This policy cannot guarantee that every problem will be resolved to the employee’s satisfaction. However, the School values each employee’s ability to express concerns and the need for resolution without fear of adverse consequences to employment.

Policy for Complaints Against Employees

(Complaints by Third Parties Against Employees)

This section of the policy is for use when a non-employee raises a complaint or concern about a School employee.

If complaints cannot be resolved informally, complainants may file a written complaint with a member of the Human Resources Team or Superintendent & CEO (if the complaint concerns the Chief People

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Officer) as soon as possible after the events that give rise to the complainant's concerns. The written complaint should set forth in detail the factual basis for the complaint.

In processing the complaint, the Human Resources Team shall abide by the following process:

1. The Human Resources Team shall use their best efforts to talk with the parties identified in the complaint and to ascertain the facts relating to the complaint.
2. In the event that the Human Resources Team finds that a complaint against an employee is valid, the Human Resources Team) may take appropriate disciplinary action against the employee. As appropriate, a member of the Human Resources Team may also simply counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.
3. A member of the Human Resources Team decision relating to the complaint shall be final unless it is appealed to the Superintendent & CEO. The decision of the Superintendent & CEO shall be final.

General Requirements

1. Confidentiality: All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances, absolute confidentiality cannot be assured.
2. Non-Retaliation: All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaints or participation in any complaint process.
3. Resolution: The Board (if a complaint is about the Superintendent & CEO) or member of the Human Resources Team will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.

AMENDMENT TO EMPLOYEE HANDBOOK

This Employee Handbook contains the employment policies and practices of the School in effect at the time of publication.

CCS reserves the right to amend, delete or otherwise modify this Handbook at any time provided that such modifications are in writing and duly approved by the employer.

Any written changes to the Handbook will be distributed to all employees. No oral statements can in any way alter the provisions of this Handbook.

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APPENDIX A - Harassment/Discrimination/Retaliation Complaint Form

It is the policy of the School that all of its employees be free from harassment, discrimination, and retaliation. This form is provided for you to report what you believe to be harassment, discrimination, or retaliation so that the School may investigate and take appropriate disciplinary or other action when the facts show that there has been harassment, discrimination, or retaliation.

If you are an employee of the School, you may file this form with the Human Resources Manager or Superintendent & CEO.

Please review the School's policies concerning harassment, discrimination, and retaliation for a definition of such unlawful conduct and a description of the types of conduct that are considered unlawful.

CCS will undertake every effort to handle the investigation of your complaint in a confidential manner. In that regard, the School will disclose the contents of your complaint only to those persons having a need to know. For example, to conduct its investigation, the School will need to disclose portions of your factual allegations to potential witnesses, including anyone you have identified as having knowledge of the facts on which you are basing your complaint, as well as the alleged offender.

In signing this form below, you authorize the School to disclose to others the information you have provided herein, and information you may provide in the future. Please note that the more detailed information you provide, the more likely it is that the School will be able to address your complaint to your satisfaction.

Charges of harassment, discrimination, and retaliation are taken very seriously by the School both because of the harm caused by such unlawful conduct, and because of the potential sanctions that may be taken against the offender. It is therefore very important that you report the facts as accurately and completely as possible and that you cooperate fully with the person or persons designated to investigate your complaint.

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

Name of Person(s) you believe harassed, or discriminated or retaliated against, you or someone else:

_____

_____

List any witnesses that were present: _____

_____

Where did the incident(s) occur?

_____

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

I acknowledge that I have read and that I understand the above statements. I hereby authorize the School to disclose the information I have provided as it finds necessary in pursuing its investigation.
I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief.

Signature of Complainant: _____ Date: _____

Print Name: _____

To be completed by School Representative:

Received by: _____ Date: _____

Title: _____

Powered by BoardOnTrack

APPENDIX B - Internal Complaint Form

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

Name and title of person(s) you have a complaint against:

_____

List any witnesses that were present: _____

_____

Where did the incident(s) occur?

_____

_____

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

_____

_____

_____

_____

_____

_____

_____

_____

I hereby authorize the School to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct

and complete to the best of my knowledge and belief. I further understand providing false information in this regard could result in disciplinary action up to and including termination.

Signature of Complainant: _____ Date: _____

Print Name: _____

To be completed by School Representative:

Received by: _____ Date: _____

Title: _____

4865-6512-4041, v. 1

Powered by BoardOnTrack

2025-26 Employee Handbook Changes
June 2025

+ Updated “ADP” to “PAYLOCITY”
+ Updated “ All-Staff Conference ” policy (p.43)
    + Updated “Retreat” to “Conference”

Coversheet

2025-26 Staff Salary Schedules

Section: XI. People Division
Item: C. 2025-26 Staff Salary Schedules
Purpose: Vote
Submitted by:
Related Material: 2025-26 Salary Schedule - Admin Staff.pdf
2025-26 Salary Schedule - Certificated Staff.pdf
2025-26 Salary Schedule - Support Staff.pdf

2025-26

12-month Administration Salary Schedule

STEP	Superintendent Salary	STEP	Chief Salary	STEP	Director Salary
1	$196,981	1	$149,739	1	$117,159
2	$201,906	2	$153,482	2	$120,088
3	$206,953	3	$157,320	3	$123,090
4	$212,127	4	$161,253	4	$126,167
5	$217,430	5	$165,284	5	$129,322
6	$222,866	6	$169,416	6	$132,555
7	$228,438	7	$173,651	7	$135,869
8	$234,149	8	$177,993	8	$139,265
9	$240,002	9	$182,442	9	$142,747
10	$246,002	10	$187,003	10	$146,316
11	$252,152	11	$191,679	11	$149,973
Increase	2.50%	Increase	2.50%	Increase	2.50%

Longevity Stipend (Complete Years of Service)		Higher Ed. Stipend	
2 - 5 Years	$2,000.00	Masters	$1,500.00
6 - 10 Years	$4,000.00	Doctorate	$2,500.00
11-15 Years	$6,000.00		
16 + Years	$8,000.00		

2025-26

12-month Administration Salary Schedule

STEP	Manager Salary (12-month)	STEP	Coordinator II Salary (12-month)	STEP	Coordinator I Salary (12-month)
1	$98,523	1	$82,363	1	$66,925
2	$100,986	2	$84,422	2	$68,598
3	$103,511	3	$86,533	3	$70,313
4	$106,098	4	$88,696	4	$72,071
5	$108,751	5	$90,913	5	$73,873
6	$111,470	6	$93,186	6	$75,719
7	$114,256	7	$95,516	7	$77,612
8	$117,113	8	$97,904	8	$79,553
9	$120,041	9	$100,351	9	$81,542
10	$123,042	10	$102,860	10	$83,580
11	$126,118	11	$105,432	11	$85,670
Increase	2.50%	Increase	2.50%	Increase	2.50%

2025-26

11-month Administration Salary Schedule

STEP	Manager Salary (11-month)	STEP	Coordinator II Salary (11-month)	STEP	Coordinator I Salary (11-month)
1	$88,708	1	$74,158	1	$60,258
2	$90,926	2	$76,012	2	$61,764
3	$93,199	3	$77,912	3	$63,309
4	$95,529	4	$79,860	4	$64,891
5	$97,917	5	$81,857	5	$66,514
6	$100,365	6	$83,903	6	$68,176
7	$102,874	7	$86,001	7	$69,881
8	$105,446	8	$88,151	8	$71,628
9	$108,082	9	$90,354	9	$73,419
10	$110,784	10	$92,613	10	$75,254
11	$113,554	11	$94,929	11	$77,135
Increase	2.50%	Increase	2.50%	Increase	2.50%

2025-26

Certificated Salary Schedules

STEP	Counselor Salary	STEP	Education Specialist Salary	STEP	Supervising Teacher Salary	STEP	Speech & Language Pathologist Salary
1	$71,329	1	$64,532	1	$61,017	1	$72,755
2	$73,112	2	$66,145	2	$62,542	2	$74,574
3	$74,940	3	$67,799	3	$64,106	3	$76,438
4	$76,814	4	$69,494	4	$65,709	4	$78,349
5	$78,734	5	$71,231	5	$67,351	5	$80,308
6	$80,702	6	$73,012	6	$69,035	6	$82,316
7	$82,720	7	$74,837	7	$70,761	7	$84,373
8	$84,788	8	$76,708	8	$72,530	8	$86,483
9	$86,907	9	$78,626	9	$74,343	9	$88,645
10	$89,080	10	$80,592	10	$76,202	10	$90,861
11	$91,307	11	$82,606	11	$78,107	11	$93,133
12	$93,590	12	$84,672	12	$80,060	12	$95,461
13	$95,930	13	$86,788	13	$82,061	13	$97,847
14	$98,328	14	$88,958	14	$84,113	14	$100,294
15	$100,786	15	$91,182	15	$86,215	15	$102,801
16	$103,306	16	$93,462	16	$88,371	16	$105,371
17	$105,888	17	$95,798	17	$90,580	17	$108,005
18	$108,536	18	$98,193	18	$92,845	18	$110,705
Increase	2.50%	Increase	2.50%	Increase	2.50%	Increase	2.50%

Longevity Stipend (Complete Years of Service)	
2 - 5 Years	$2,000.00
6 - 10 Years	$4,000.00
11-15 Years	$6,000.00
16 + Years	$8,000.00

Higher Ed. Stipend	
Masters	$1,500.00
Doctorate	$2,500.00

2025-26

	Support Staff Hourly Schedule							
STEP	Specialist II		STEP	Specialist I		STEP	Assistant	
	Hourly	Daily		Hourly	Daily		Hourly	Daily
1	$29.64	$237.12	1	$24.61	$196.88	1	$20.23	$161.84
2	$30.38	$243.05	2	$25.23	$201.80	2	$20.74	$165.89
3	$31.14	$249.12	3	$25.86	$206.85	3	$21.25	$170.03
4	$31.92	$255.35	4	$26.50	$212.02	4	$21.79	$174.28
5	$32.72	$261.74	5	$27.16	$217.32	5	$22.33	$178.64
6	$33.53	$268.28	6	$27.84	$222.75	6	$22.89	$183.11
7	$34.37	$274.99	7	$28.54	$228.32	7	$23.46	$187.68
8	$35.23	$281.86	8	$29.25	$234.03	8	$24.05	$192.38
9	$36.11	$288.91	9	$29.98	$239.88	9	$24.65	$197.19
10	$37.02	$296.13	10	$30.73	$245.88	10	$25.26	$202.12
11	$37.94	$303.53	11	$31.50	$252.02	11	$25.90	$207.17
12	$38.89	$311.12	12	$32.29	$258.32	12	$26.54	$212.35
13	$39.86	$318.90	13	$33.10	$264.78	13	$27.21	$217.66
Increase	2.50%		Increase	2.50%		Increase	2.50%	

Longevity Stipend (Complete Years of Service)	
2 - 5 Years	$2,000.00
6 - 10 Years	$4,000.00
11-15 Years	$6,000.00
16 + Years	$8,000.00

Higher Ed. Stipend	
Masters	$1,500.00
Doctorate	$2,500.00

Coversheet

2025-26 Staff Calendars

Section: XI. People Division
Item: D. 2025-26 Staff Calendars
Purpose: FYI
Submitted by:
Related Material: 2025-26 Staff Calendar - 12-Month.pdf
2025-26 Staff Calendar - 11-Month (206).pdf
2025-26 Staff Calendar - 11-Month (202).pdf

2025-26 Staff Calendar

12-Month Staff

Chiefs, Directors, Managers, Academic Coordinators (Assessment & Data, Engagement, High School Coordinator, Scholar Support, Special Education), Operations Coordinators (Attendance, Compliance, Community Providers, Community Relations, Enrollment, Finance, IT, Office Manager, Registrar, Scholar Community Advocate), Support Staff (Administrative Assistants, Clerks, Liaisons, Specialists, Technicians)

Key			
	All-Staff Retreat		Holiday - No School
	First/Last Day of School		Graduation Week
	In-service Day		
	Start of Semester 2 (Spring)		

JULY '25 — 19

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

1 - 4 Summer Break

23

AUGUST '25 — 21

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

4 - 7 All Staff Conference

21

SEPTEMBER '25 — 21

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

1 Labor Day

22

OCTOBER '25 — 22

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

13 Indigenous Peoples' Day

14 In-Service Day

23

NOVEMBER '25 — 14

S	M	T	W	T	F	S
						1
2	4	5	6	7	8	8
9	11	12	13	14	15	15
16	18	19	20	21	22	22
23	24	25	26	27	28	29
30						

11 Veterans Day

24 - 28 Fall Break

20

DECEMBER '25 — 15

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

22 - 31 Winter Break

23

JANUARY '26 — 19

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

1 - 2 Winter Break

19 MLK Day

22

FEBRUARY '26 — 19

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

2 Start of Semester 2 (Spring)

16 Presidents' Day

20

MARCH '26 — 22

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

13 In-Service Day

22

APRIL '26 — 17

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

6-10 Spring Break

22

MAY '26 — 20

S	M	T	W	T	F	S
					1	2
3	5	6	7	8	9	10
10	12	13	14	15	16	17
17	19	20	21	22	23	24
24	25	26	27	28	29	30
31						

25 Memorial Day

21

JUNE '26 — 19

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

9 Last Day of School

10 - 12 Graduation Week

19 Juneteenth

29 - 30 Summer Break

22

Total Working Days	228
Total Holidays	33

2025-26 Staff Calendar

11-Month Staff (206)

Academic Coordinators/Managers (English Language Support, Online K-8 , Options Learning, Scholar Success) Counselors, EL Tutors, Tutors, Speech Language Pathologists

Key	
All-Staff Retreat	Holiday - No School
First/Last Day of School	Graduation Week
In-service Day	
Start of Semester 2 (Spring)	

JULY '25

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

0 / 23

AUGUST '25

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

21 / 21

1 First Day (11-month)
4 - 7 All Staff Conference

SEPTEMBER '25

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

21 / 22

1 Labor Day

OCTOBER '25

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

22 / 23

13 Indigenous Peoples' Day
14 In-Service Day

NOVEMBER '25

S	M	T	W	T	F	S
						1
2	4	5	6	7	8	8
9	11	12	13	14	15	15
16	18	19	20	21	22	22
23	24	25	26	27	28	29
30						

14 / 20

11 Veterans Day
24 - 28 Fall Break

DECEMBER '25

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

15 / 23

22 - 31 Winter Break

JANUARY '26

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

19 / 22

1 - 2 Winter Break
19 MLK Day

FEBRUARY '26

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

19 / 20

2 Start of Semester 2 (Spring)
16 Presidents' Day

MARCH '26

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

22 / 22

13 In-Service Day

APRIL '26

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

17 / 22

6-10 Spring Break

MAY '26

S	M	T	W	T	F	S
					1	2
3	5	6	7	8	9	10
10	12	13	14	15	16	17
17	19	20	21	22	23	24
24	25	26	27	28	29	30
31						

20 / 21

25 Memorial Day

JUNE '26

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

16 / 17

9 Last Day of School
10 - 12 Graduation Week
19 Juneteenth
23 Last Day (11-month)

Total Working Days	206
Total Holidays	27

2025-26 Staff Calendar

11-Month Staff (202)

Supervising Teachers, Education Specialists, Instructional Coaches, Resource Specialists, Special Education Instructional Aides, Speech Language Pathologist Assistants

Key	
All-Staff Retreat	Holiday - No School
First/Last Day of School	Graduation Week
In-service Day	
Start of Semester 2 (Spring)	

JULY '25 — 0

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

23

AUGUST '25 — 21

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

1 First Day (11-month)
4 - 7 All Staff Conference

21

SEPTEMBER '25 — 21

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

1 Labor Day

22

OCTOBER '25 — 22

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

13 Indigenous Peoples' Day
14 In-Service Day

23

NOVEMBER '25 — 14

S	M	T	W	T	F	S
						1
2	4	5	6	7	8	8
9	11	12	13	14	15	15
16	18	19	20	21	22	22
23	24	25	26	27	28	29
30						

11 Veterans Day
24 - 28 Fall Break

20

DECEMBER '25 — 15

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

22 - 31 Winter Break

23

JANUARY '26 — 19

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

1 - 2 Winter Break
19 MLK Day

22

FEBRUARY '26 — 19

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

2 Start of Semester 2 (Spring)
16 Presidents' Day

20

MARCH '26 — 22

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

13 In-Service Day

22

APRIL '26 — 17

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

6-10 Spring Break

22

MAY '26 — 20

S	M	T	W	T	F	S
					1	2
3	5	6	7	8	9	10
10	12	13	14	15	16	17
17	19	20	21	22	23	24
24	25	26	27	28	29	30
31						

25 Memorial Day

21

JUNE '26 — 16

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

9 Last Day of School
10 - 12 Graduation Week
19 Juneteenth
23 Last Day (11-month)

17

Total Working Days	206
Total Holidays	27

Coversheet

Review and Approval of the 2023-2025 Fixed Term Employment Agreement for the Superintendent

Section: XII. Executive
Item: A. Review and Approval of the 2023-2025 Fixed Term Employment Agreement for the Superintendent
Purpose: Vote
Submitted by:
Related Material: Elizabeth Brenner - 2025-2027 Fixed-Term Employment Agreement.pdf

FIXED TERM EMPLOYMENT AGREEMENT
Between
COMPASS CHARTER SCHOOLS & ELIZABETH BRENNER

This Employment Agreement ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Compass Charter Schools ("CCS" or the "School"), a California nonprofit public benefit corporation operating public charter schools. The Board desires to hire employees who will assist the Board in achieving the goals and meeting the requirements of CCS's charters, and in implementing CCS's policies and procedures. The parties recognize that the provisions of the California Education Code do not govern CCS, except as expressly set forth in the Charter Schools Act of 1992 and its successors.

R E C I T A L S

WHEREAS, CCS operates charter schools that are governed by the provisions of their charters and applicable law; and

WHEREAS, CCS is authorized pursuant to the terms of the charters to appoint and hire the Employee to assist the Board and to carry out the duties and functions as outlined in the job description; and

WHEREAS, CCS desires to retain the services of the Employee by way of this Agreement and the Employee is qualified to perform such duties;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual terms and conditions contained herein, the parties hereto do agree as follows:

AGREEMENT

1. **TERM AND WORK SCHEDULE**

   Subject to Section 12, "Termination of Contract" herein, CCS hereby employs the Employee to serve as the Superintendent & CEO for a term of 2 school years commencing on July 1, 2025, and ending June 30, 2027.

   The Superintendent & CEO position is a full-time position exempt from overtime law. As a minimum performance requirement, the work schedule for the Employee shall be Monday through Friday, with daily work hours to be fulfilled at their Home Office reflecting the business hours of the School. As this position is exempt from overtime, additional duties of the Employee may need to be performed outside of the work schedule on weekends, as well as before and after the regular work year or hours of the workday.

   The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with CCS.

2. **COMPENSATION.** The Employee will receive a gross base salary of $212,127 per Step 4 on the Administration Salary Schedule, to be paid bi-monthly, subject to all regular withholdings.. Any adjustments to the salary schedule upon annual review and update will be applied in accordance with board approval of the annual budget. The Employee's compensation may also be prorated depending on whether the Employee remains employed, or in active work status, for all scheduled workdays of the position. As noted above, the Employee is exempt from overtime law and shall not be entitled to additional compensation for performing duties outside of the scheduled work year/day. Based upon the financial stability of CCS, and the annual performance of the Employee as documented in the performance evaluation and any other goals established by the Board, the Employee may be eligible to receive additional compensation in the form of a salary increase and/or bonus, in addition to the Administration Salary Step Schedule below:

		Superintendent
School Year	**STEP**	**233**
2025-26	**4**	$212,127
2026-27	**5**	$217,430

3. **BENEFITS.**

a. **Health/Retirement Benefits.** At CCS's expense, the Employee shall be afforded such health and other benefits of employment as shall be granted to CCS's employees, including entitlement to participation in STRS or PERS as applicable, subject to program and eligibility requirements.

b. **Vacation and Sick Leave.** The Employee is entitled to such vacation and sick leave as is granted to other certificated employees at the School. Vacation days may be used by the Employee subject to prior approval of the Board. Sick days carry over from year to year, but are not paid out upon separation from employment.

c. **Car Allowance.** The Employee shall be entitled to a monthly car allowance of $750, which shall be paid bi-monthly.

d. **Higher Education Stipend.** The Employee shall be entitled to a Higher Education Stipend of $1,500, which shall be paid bi-monthly.

e. **Longevity Stipend.** Upon reaching the second anniversary of her employment start date, the Employee shall be entitled to a Longevity Stipend of $2,000, which shall be paid bi monthly. Upon reaching the fifth anniversary of her employment start date, the Employee shall be entitled to a Longevity Stipend of $4,000, which shall be paid bi monthly.

4. **DUTIES.** The Employee shall perform the duties as outlined herein, directed by the Board, Board Policy or procedures, prescribed by the charter, and specified in the Board Policy Manual. This description and the job duties for the Employee may be altered from time to time by the Board.

5. **WORK YEAR.** In accordance with the term of this Agreement, the Employee shall be required to work a minimum of 233 days throughout each year.

6. **EVALUATION.** The Board shall evaluate the performance of the Employee at least once annually. This evaluation shall be based on the job description and goals within BoardOnTrack. If applicable, the evaluation shall include recommendations as to areas of improvement in all instances where the Board deems such to be necessary or appropriate. A copy of the written evaluation shall be delivered to the Employee and she shall have the right to make an oral or written response to the evaluation. Within thirty (30) days of the delivery of the written evaluation to the Employee, the Board shall meet with the Employee to discuss the evaluation. Failure to evaluate the Employee shall not impair the Board's right to terminate this Agreement pursuant to Section 12.

7. **EXPENSE REIMBURSEMENT.** CCS shall reimburse the Employee for all documented actual and necessary expenses personally incurred within the scope of employment in accordance with

applicable CCS policy and authorization.

8. **FINGERPRINTING/TB CLEARANCE.** Fingerprint clearance for the Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. The Employee will be required to assume the cost of all fees related to the fingerprinting process and will be required to submit evidence from a licensed physician that the Employee was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

9. **CHILD ABUSE AND NEGLECT REPORTING.** California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing this Agreement, the Employee acknowledges she is a child care custodian and is certifying that she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. **CONFLICTS OF INTEREST.** The Employee understands that, while employed at the School, she shall have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with the Employee's employment with CCS.

11. **OUTSIDE PROFESSIONAL ACTIVITIES.** Upon obtaining prior written approval of the Board, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. CCS shall in no way be responsible for any expenses attendant to the performance of such outside activities.

12. **TERMINATION OF CONTRACT**

This Agreement may be terminated by any of the following:

a. **Termination For Cause**: The Employee may be terminated by the Board at any time for cause. In addition, Employee may be disciplined (e.g. reprimand, suspension without pay) for cause during the term of this Agreement. "Cause" shall include, but is not limited to, breach of this Agreement; misconduct or dishonest behavior; conviction of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; any ground enumerated in the Employee Handbook; or the Employee's failure to satisfactorily perform her duties as set forth in this Agreement, as defined by law, or as specified in the above-mentioned and incorporated by reference job description.

The Board shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice at a conference with the Board. The conference with the Board shall be the Employee's exclusive right to any hearing otherwise required by law.

b. **Early Termination Without Cause**: The Board may unilaterally and without cause or advance notice terminate this Agreement. In consideration of the Board's right to terminate this Agreement without cause, the Board shall pay to the Employee the remainder of her salary (based upon any remaining calendared work days) for the term of this Agreement or for a period of three (3) months following the effective date of termination, whichever is less.

c. **Death or Incapacitation of the Employee**: The death of the Employee shall terminate this

Agreement and all rights entitled under this Agreement. In the event that the Employee becomes incapacitated to the extent that, in the judgment of the Board, the Employee may no longer perform the essential functions of her job with or without reasonable accommodation, as set forth in job specifications, the Board may terminate this Agreement.

13. **NON-RENEWAL/EXPIRATION OF TERM.** The Board may elect not to offer future employment agreements to the Employee at its sole discretion, without cause, and this Agreement will lapse by its own terms.

14. **REQUIRED CONTRACT PROVISIONS.** The following provisions are required to be included in this Agreement by the California Government Code:

    a. **Limitations on Cash Settlement.** In no case upon termination of this Agreement shall the maximum cash settlement exceed an amount equal to the monthly salary of the Employee multiplied by twelve (12).

    b. **Required Reimbursements.** The Employee shall be required to reimburse CCS for any salary or fees received from CCS in relation to the Employee's placement on paid administrative leave pending criminal charges if the Employee is convicted of a crime involving the abuse of office/position. Regardless of the term of this Agreement, if the Agreement is terminated, the Employee must reimburse CCS for any cash settlement received in relation to the Employee's termination if the Employee is convicted of a crime involving the abuse of office/position.

15. **ENTIRE AGREEMENT.** This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement or promise related to the subject matter of this Agreement which is not contained in this Agreement shall be valid or binding.

16. **WAIVER.** Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

17. **JURISDICTION.** The parties hereby understand and agree that this Agreement, and the attachments hereto, have been negotiated and executed in the State of California and shall be governed by, and construed under, the laws of the State of California.

18. **AMENDMENTS.** No addition to, or modification of, any provision contained in this Agreement shall be effective unless fully set forth in writing ***and*** signed by the authorized representative of both of the parties hereto.

19. **INTERPRETATION AND OPPORTUNITY TO COUNSEL.** The parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal 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 and no presumption shall arise concerning the draftsman of such provision.

20. **SEVERABILITY.** If any term, provision, condition or covenant of the Agreement shall, to any extent,

be held invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent provided by law.

21. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument.

22. **SIGNATURES**. In witness therein, we affix our signatures to this Agreement with the full and complete understanding of the relationship between the parties hereto.

The Governing Board of and on Behalf of CCS

DATED: _____ By: _____
Thomas Arnett, Board Chair

DATED: _____ By: _____
Elizabeth Brenner, Superintendent & CEO

This Employment Agreement is subject to ratification and approval by the Governing Board of CCS.