Compass Charter Schools

Meeting of the Compass Board of Directors

Date and Time

Tuesday May 19, 2026 at 6:00 PM PDT

Location

This meeting will be held virtually through Zoom.

Participants are able to view the meeting from a computer, tablet or smartphone.

Please click the link below to join the webinar:
https://compasscharters-org.zoom.us/j/81949864888

Doubletree Carson, 2 Civic Plaza Dr, Carson, CA 90745, Executive Boardroom
Homewood Suites, 28901 Canwood St, Agoura Hills, CA 91301, Board room
2540 Huntington Drive, Suite 107, San Marino, CA 91108
Doubletree Campbell - Pruneyard Plaza, 1995 S Bascom Ave, Campbell, CA 95008, Vineyard room

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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**			**6:00 PM**
	Opening Items			
A.	Call the Meeting to Order		Thomas Arnett	1 m
B.	Record Attendance		Tami Wrigley	2 m
II.	**Consent Items**			**6:03 PM**
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.

Item 1: Approval of the May 19, 2026 Meeting Agenda
Item 2: Approval of the March 10, 2026 Meeting Minutes
Item 3: Review and Approval of February and March 2026 Financial Statements
Item 4: Board Policy 1
Item 5: Curriculum List 26-27
Item 6: Scholar Handbook 26-27
Item 7: New Renaissance quote

B.	Approval of the March 10, 2026 Regular Meeting Minutes	Approve Minutes	Thomas Arnett	1 m
III.	**Public Comment**			**6:07 PM**
A.	Public Comment	FYI	Thomas Arnett	10 m

	Purpose	Presenter	Time

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 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. Communications — 6:17 PM

A.	Board Member Communication	Discuss	Thomas Arnett	5 m

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

B.	Parent Advisory Council Update	Discuss	Samantha Herrod	5 m
C.	Scholar Leadership Council Report	Discuss	Zahra Grihma	5 m

		Purpose	Presenter	Time
V.	**Scholar Spotlight**			**6:32 PM**
A.	Scholar Spotlight	FYI	Rebecca Rodriguez	
VI.	**LCAP Public Hearing**			**6:32 PM**

The purpose of this presentation is to provide drafts of the LCAP for public comment before final approval in June.

A.	LCAP Public Comment	Discuss	Elizabeth Brenner	5 m

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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.

B.	LCAP Draft Documents	Discuss	Elizabeth Brenner	15 m

Copies of the LCAP documents that contain the budget overview for parents, updated metrics, and analysis of the effectiveness of the implementation for each goal.

VII.	**Operations Division**	**6:52 PM**

		Purpose	Presenter	Time
A.	Division Update	FYI	Danielle Gamez	3 m
B.	School Pathways Student Information System Renewal	Vote	Danielle Gamez	5 m
C.	Los Angeles County Office Space Lease	Vote	Danielle Gamez	5 m

VIII. People Division — 7:05 PM

A.	People Division Update Attachments: • People Division Report • Additions Report • Terminations Report	FYI	Sophie Trivino	3 m
B.	2026-27 Staff Calendars	FYI	Sophie Trivino	5 m

IX. Academic Services — 7:13 PM

A.	Academic Division Updates • Academic Division Update	FYI	Greg Cohen	
B.	Special Education Contracts for 26-27 SY and ESY	Vote	Greg Cohen	5 m
C.	Update: Board Policy #16: Concurrent Enrollment Policy	Vote	Greg Cohen	5 m
D.	Accelerated ED Contract	Vote	Greg Cohen	5 m

X. Superintendent's Report — 7:28 PM

A.	Superintendent's Report	Discuss	Elizabeth Brenner	5 m

XI. Board Business — 7:33 PM

A.	New Board Member Search Recommended new Board members:	Vote	Thomas Arnett	10 m

		Purpose	Presenter	Time
	Dr. Jeffery Flagg- Regular Board Member Ms. Tamara Harvey- Parent Representative			
B.	Update to Bylaws Update to be in alignment with changes in legislation.	Vote	Elizabeth Brenner	5 m
C.	Certificate of Amendment to Articles of Incorporation Amendment to be in alignment with current legislation	Vote	Elizabeth Brenner	5 m
D.	Approve the Board Calendar for the 2026-27 SY	Vote	Elizabeth Brenner	5 m
E.	Approve LCC Contract	Vote	Elizabeth Brenner	5 m
XII.	**Closed Session**			**8:03 PM**
A.	PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Gov. Code § 54957(b)(1)) Title: Superintendent and CEO	Discuss	Thomas Arnett	30 m
B.	Report Out from Closed Session			5 m
XIII.	**Closing Items**			**8:38 PM**
A.	Upcoming Meetings June 13th, 2026 Annual Meeting of the Board of Directors 10:00 am - 2:00 pm In person at the Carson Doubletree	FYI	Elizabeth Brenner	1 m
B.	Adjourn Meeting	Vote	Thomas Arnett	1 m

Coversheet

Consent Items

Section:	II. Consent Items
Item:	A. Consent Items
Purpose:	Vote
Submitted by:	Greg Cohen
Related Material:	Compass_Charter_Schools_FY2026_February_R.pptx CCS CR February 2026.xlsx CCS P&L February 2026.xlsx CCS BS February 2026.xlsx Compass Charter Schools_FY2026_March.pptx CCS BS March 2026.xlsx CCS P&L March 2026.xlsx CCS CR March 2026.xlsx Policy_1_redline_May_13.docx Policy_1_final_May_13.docx Curriculum List 26-27 minor update.pdf Compass Scholar Handbook 2026_27.pdf Compass Scholar Handbook 2026-27 MarkUp.pdf New Renaissance Learning Quote.pdf Old Renaissance Quote.pdf

BACKGROUND:

Item 4: Board Policy 1

This is the policy that we reviewed in January. Our legal counsel made minor edits. One important note is that the opening paragraph will be added to the first page of the policy manual as it applies to all policies.

Item 5: Curriculum List
Changed 1-8 to TK-8 on Storytime in social studies.

Item 6: Scholar Handbook 26-27
Annual updates to scholar handbook. Highlights include:

- Participation options in CYBHI program
- Dual and Concurrent Enrollment Policy
- Technology Policy Updates
- Alignment with updated Master Agreement and Acknowledgment of Responsibilities

Item 7: New Renaissance Quotes
Renaissance Learning suite was *approved at previous board meeting.*
Added Accelerated Reader to the package, for *$1,400 more*, requiring the contract's renewal, adding to the following list of products (8/1/2026 - 7/31/2027)

EduClimber, Software License (2400 quantity)
Champions Academy Package
System Management Workshop

EduClimber Onboarding
Custom Data Integration (1)
Nearpod Instructional Suite (1875 quantity)
Nearpod English Learner Program (1875 Quantity)
Nearpod 21st Century Readiness Program (custom) (1875 Quantity)
Freckle ELA/Math/Science/Social Studies (1875 Quantity)
Star Comprehensive Suite with SAEBRS (2300 Quantity)
Platform (3)
Lalilo (200 Quantity)
Flocabulary Plus (1875 Quantity)

RECOMMENDATION:

Approve.

CSMC

Financials through Feb 28, 2026

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 Feb 28, 2026, compared against our board-approved 2nd Interim Budget on 03/10/2026, based on an enrollment count of 2,203 students enrolled and enrollment ADA of 2,148.76.
YTD Revenues through **Feb 28, 2026,** are **$18,859,773** or **-4.8% under** due to the late timing of receiving LCFF revenue for Compass Los Angeles and the late timing of receiving State SPED revenue for all three charters thru February. This will be recorded in the month of March. Federal SPED revenue has also not been received yet as it is not expected until June.
YTD Expenses through **Feb 28, 2026,** are **$21,371,031** or **% under** due to being underspent in Personnel expenses ($14.6M Actuals vs $14.9M Budgeted). This is mostly offset by being overspent in Operational Expenses- Books/Supplies and Services ($6.7M Actuals vs $6.4M Budgeted).
Therefore, net income is **($2,511,258)** or **60.7% under** our current budget.

Balance Sheet:
As of Feb 28, 2026, we had total cash of $9,857,124, short-term liabilities of $5,533,288, and long-term liabilities of $208,015. The ending fund balance is $5,395,056. When compared to the previous month, total reconciled cash decreased by $830K, short-term liabilities decreased by $387K (AP/Due to and from Grantor Governments/Deferred Revenue), and long-term liabilities decreased by $8K (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:
178.1%	> 100.0 %

Formula:
(Cash) / (Current Liabilities)

Current Ratio (Liquidity)

Ability to pay short-term obligations



Current:	Target:
2.0	> 1.0

Formula:
(Current Assets) / (Current Liabilities)

Defensive Interval

Months of continued operation without incoming funds



Current:	Target:
3.6	> 3 months

Formula:
(Cash + Securities + AR)/(Average Expenses for Past 12 Months)

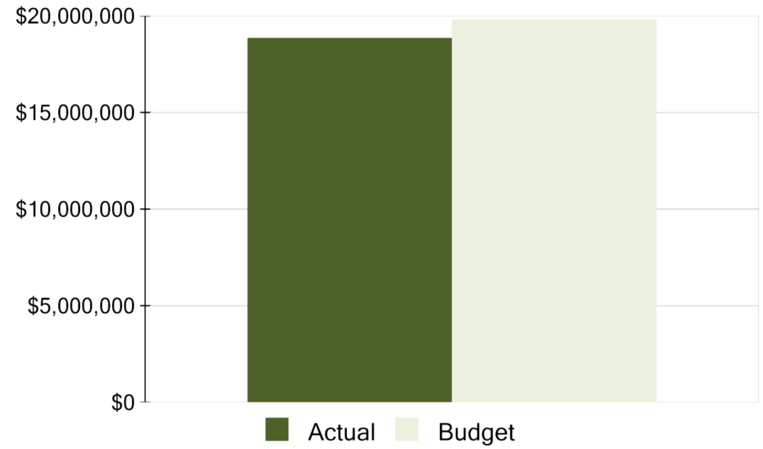
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Financial Snapshot

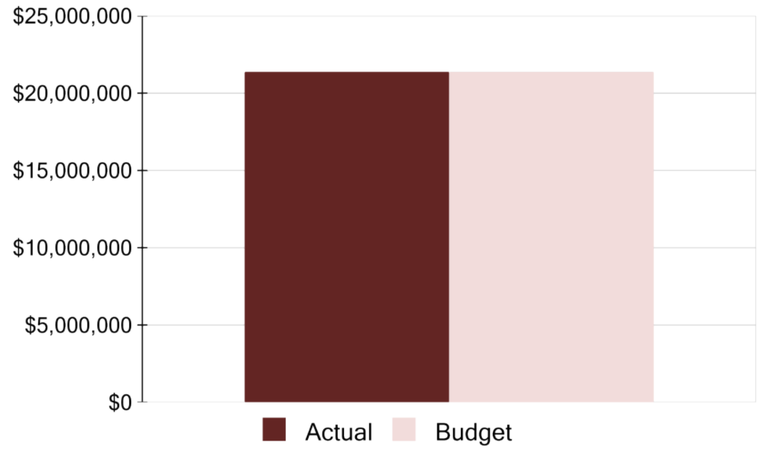
FY 2025-2026, July - February

Cash Balance
$9,864,546

Revenue to Date



Expense to Date



Revenue Summary	
Actual	$18,859,773
Budget	$19,814,605
Actual to Budget	-4.8%

Expense Summary	
Actual	$21,371,031
Budget	$21,377,688
Actual to Budget	0.0%

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Actual to Budget Summary

FY 2025-2026, July - February

	July - February			2025-2026		
Account Description	**Actual**	**Budget**	**Variance $**	**Total Budget**	**Actual to Total Budget %**	**Remaining Budget**
LCFF Revenue	$15,400,008	$16,109,363	($709,356)	$27,543,688	55.9%	$12,143,681
Federal Revenue	$427,841	$594,681	($166,841)	$1,744,306	24.5%	$1,316,466
State Revenue	$2,865,625	$2,981,120	($115,495)	$4,435,884	64.6%	$1,570,259
Local Revenue	$166,300	$129,440	$36,860	$143,201	116.1%	($23,099)
Total Revenue	$18,859,773	$19,814,605	($954,832)	$33,867,079	55.7%	$15,007,306
Benefits	$3,512,227	$3,468,256	($43,971)	$5,346,976	65.7%	$1,834,749
Classified Salaries	$2,523,556	$2,583,547	$59,991	$4,109,427	61.4%	$1,585,871
Certificated Salaries	$8,606,393	$8,863,642	$257,249	$13,820,561	62.3%	$5,214,168
Total Personnel Expenses	$14,642,176	$14,915,445	$273,269	$23,276,964	62.9%	$8,634,788
Services	$3,526,809	$3,450,573	($76,236)	$5,102,623	69.1%	$1,575,814
Books and Supplies	$3,202,046	$3,011,670	($190,377)	$4,236,868	75.6%	$1,034,821
Total Operational Expenses	$6,728,855	$6,462,242	($266,613)	$9,339,491	72.0%	$2,610,635
Total Expenses	$21,371,031	$21,377,688	$6,656	$32,616,455	65.5%	$11,245,423
Net Income	($2,511,258)	($1,563,082)	($948,176)	$1,250,625	-200.8%	$3,761,883

Revenue
$18,859,773
Expenses
$21,371,031
Surplus / (Deficit)
($2,511,258)

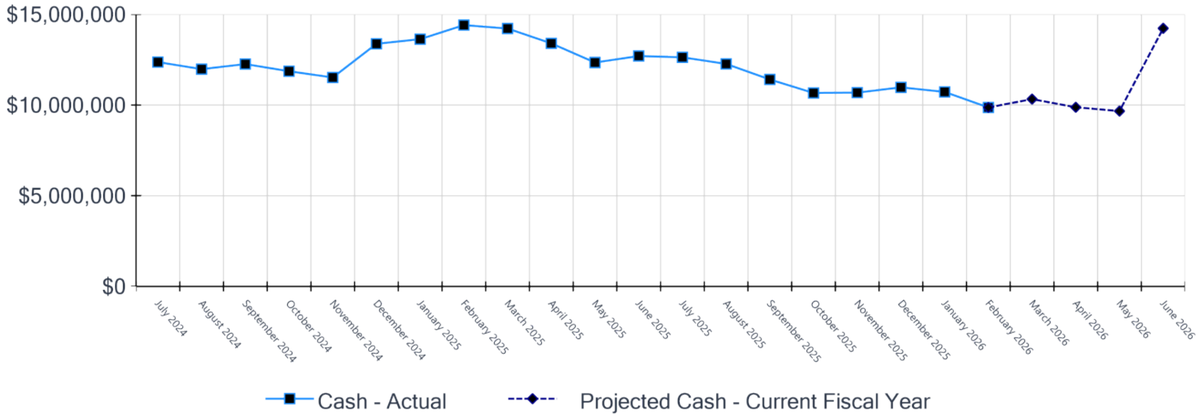
This report displays all actual and budgeted revenue and expenditures by object code series and by month. This report can be useful in revenue in a timely manner and that you stay within board approved expenditure levels.

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Monthly Cash Balance Over Time

Current fiscal year and prior year



	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	$12,341,750.18	Actual
June 2025	$12,700,623.27	Actual

	Cash Amount	Actual or Projected
July 2025	$12,629,218.43	Actual
August 2025	$12,265,847.69	Actual
September 2025	$11,408,065.94	Actual
October 2025	$10,663,174.37	Actual
November 2025	$10,682,872.42	Actual
December 2025	$10,973,591.32	Actual
January 2026	$10,722,441.14	Actual
February 2026	$9,864,545.55	Actual
March 2026	$10,325,710.19	Projected
April 2026	$9,874,641.55	Projected
May 2026	$9,664,276.32	Projected
June 2026	$14,228,228.75	Projected

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CSMC

Balance Sheet Summary FY 2025-2026 - February

Assets	
Current Assets	
Accounts Receivable	$131,198
Cash and Cash Equivalents	$9,864,546
Employee Advances	$1,563
Prepaid Expenses	$52,906
Short Term Investments	$876,544
Total Current Assets	**$10,926,757**
Fixed Assets	
Fixed Assets	$204,382
Total Fixed Assets	**$204,382**
Other Assets	
Other Assets	$5,220
Total Other Assets	**$5,220**
Total Assets	**$11,136,359**

Liabilities and Net Assets	
Short-term Liabilities	
Accounts Payable	$258,469
Accrued Liabilities	$4,242,045
Other Short Term Liability	$1,032,773
Total Short-term Liabilities	**$5,533,288**
Long-term Liabilities	
Other Liabilities	$208,015
Total Long-term Liabilities	**$208,015**
Total Liabilities	**$5,741,303**
Total Unrestricted Net Assets	$7,906,314
Total Net Increase/(Decrease) in Net Assets	($2,511,258)
Total Net Assets	**$5,395,056**
Total Liabilities and Net Assets	**$11,136,359**

Liquidity Ratio

2.0

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.

Yolo LCFF Overpayment balance as of February 2026: $3,201,240.13

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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
Finance	3/15/2026	Second Interim Financial Report state deadline, authorizers may require earlier - Local educational agencies (LEAs) are required to file two reports during a fiscal year (interim reports) on the status of the LEA's financial health. The second interim report is due March 17 for the period ending January 31. The interim reports must include a certification of whether or not the LEA is able to meet its financial obligations. The certifications are classified as positive, qualified, or negative.	CSMC with School Support	Yes	https://www.cde.ca.gov/fg/fi/ir/interimstatus.asp#:~:text=Local%20educational%20agencies%20(LEAs)%20are,the%20period%20ending%20January%2031.
Finance	3/15/2026	Second Interim Financial Report state deadline, authorizers may require earlier - Local educational agencies (LEAs) are required to file two reports during a fiscal year (interim reports) on the status of the LEA's financial health. The second interim report is due March 17 for the period ending January 31. The interim reports must include a certification of whether or not the LEA is able to meet its financial obligations. The certifications are classified as positive, qualified, or negative.	CSMC with School Support	Yes	https://www.cde.ca.gov/fg/fi/ir/interimstatus.asp#:~:text=Local%20educational%20agencies%20(LEAs)%20are,the%20period%20ending%20January%2031.
Student Data	3/21/2026	CALPADS Fall 2 Submission Deadline - Fall 2 Submission to CALPADSThe Fall 2 submission to CALPADS focuses on reporting staff assignments, course enrollment, and English Learner services. This data is critical for ensuring compliance with credentialing requirements, monitoring teacher assignments, and supporting funding allocations for language instruction programs. Accurate and timely reporting in Fall 2 helps maintain data integrity and informs educational program decisions at the state level.	CSMC with School Support	No	https://documentation.calpads.org/Training/Fall2ReportingRoadmap/
Webinars	3/26/2026	CSMC Webinar -	School	No	https://us06web.zoom.us/webinar/register/WN_3jxjII1XTX2T7gdIqL0fng
Webinars	3/26/2026	CSMC Webinar -	School	No	https://us06web.zoom.us/webinar/register/WN_3jxjII1XTX2T7gdIqL0fng
Finance	4/1/2026	Form 700 - Every elected official and public employee who makes or influences governmental decisions is required to submit a Statement of Economic Interest, also known as the Form 700. The Form 700 provides transparency and ensures accountability.	School	Yes	https://www.fppc.ca.gov/Form700.html
Finance	4/1/2026	Audit firm selection - LEA deadline to contract with independent auditor	School	Yes	https://www.cde.ca.gov/fg/au/ag/
Finance	4/1/2026	Form 700 - Every elected official and public employee who makes or influences governmental decisions is required to submit a Statement of Economic Interest, also known as the Form 700. The Form 700 provides transparency and ensures accountability.	School	Yes	https://www.fppc.ca.gov/Form700.html

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Looking Ahead

AREA	DUE DATE	COMPLIANCE ITEM	COMPLETED BY	BOARD MUST APPROVED	ADDITIONAL INFORMATION
Finance	4/1/2026	Audit firm selection - LEA deadline to contract with independent auditor	School	Yes	https://www.cde.ca.gov/fg/au/ag/
Finance	4/11/2026	Special education MOE pre-test; timing and steps vary by SELPA - Due date may vary depending on an LEA's SELPA: The MOE Pre-Test is a mid-year submission to identify any difficulties with passing MOE for the current year. It is due to the SELPA in March using estimates.	CSMC with School Support	No	
Finance	4/16/2026	Special education federal expenditure report; timing and steps vary by SELPA - Due date may vary depending on an LEA's SELPA: Federal revenues are received through a grant, which is paid on a reimbursement basis. Each LEA is required to submit reports of its federal expenditures throughout the year to facilitate consistent cash flows.	CSMC	No	https://www.cde.ca.gov/sp/se/as/fy23-24exprptinst.asp
Finance	4/30/2026	El Dorado special education NPS / RTC expenditure report - NPS/RTC expenditure reports are due for expenditures from January to March.	CSMC	No	https://www.cde.ca.gov/sp/se/as/fy23-24exprptinst.asp
Finance	4/30/2026	Federal Cash Management Data Collection (CMDC) - A web-based data collection application for LEAs to report federal cash management data for federal programs under the Every Student Succeeds Act (ESSA)	CSMC	No	https://www.cde.ca.gov/fg/aa/cm/
Payroll	4/30/2026	1st Quarter Payroll Tax filing due -	Payroll Vendor	No	
Student Data	5/1/2026	P-2 Attendance Report, state deadline -	CSMC with School Support	No	
Finance	5/1/2026	Recommended public hearing for preliminary budget and LCAP - The governing body of a charter school must hold at least one public hearing to solicit recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the LCAP. This public hearing may be held at the same meeting at which the governing body of a charter school adopts the LCAP, but the public hearing to solicit recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the LCAP must occur before the adoption of the LCAP.	School with CSMC Support	Yes	https://www.cde.ca.gov/fg/aa/lc/lcfffaq.asp#CS
Accounting	5/15/2026	Form 990 Return of Exempt Organization -	School	Yes	

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CSMC

HELPING THE EDUCATION MOVEMENT SUCCEED ONE SCHOOL AT A TIME

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Temecula, Ca 92590

www.csmci.com

POWERED BY:

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Notice

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CCS CR February 2026.xlsx

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CCS P&L February 2026.xlsx

Notice

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CCS BS February 2026.xlsx

CSMC







Financials through Mar 31, 2026

Monthly Financial Board Report

Prepared for: Compass Charter Schools

Prepared by School's CSMC SBM - Kristin Nowak

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Actual to Budget:
This report is as of Mar 31, 2026, compared against our board-approved 2nd Interim Budget on 03/10/2026, based on an enrollment count of 2,203 students enrolled and enrollment ADA of 2,148.76.
YTD Revenues through **Mar 31, 2026,** are **$21,853,038** or **-4.7% under** our current budget due to the late timing of receiving LCFF/ILPT revenue for Compass Los Angeles and the late timing of receiving State SPED revenue for all three charters thru March. This will be recorded in the month of April. Federal SPED revenue has also not been received yet as it is not expected until June.
YTD Expenses through **Mar 31, 2026,** are **$24,064,015** or **% under** our current budget due to expenses leveling out to be on par with budgeted amounts through March. Total Personnel expenses are under the budgeted amount by about $400K (with the largest variance coming from Certificated Teacher Salaries). We are working on obtaining the most recent payroll roster that will more accurately reflect staffing during the Initial Budgeting process. This is almost entirely offset by over expending in 4100-Approved textbooks and core curriculum by about $370K.
Therefore, net income is **($2,210,977)** or **95.2% under** our current budget.

Balance Sheet:
As of Mar 31, 2026, we had total cash of $9,470,985, short-term liabilities of $4,848,309, and long-term liabilities of $204,052. The ending fund balance is $5,695,337. Compared against the previous closed month, reconciled cash decreased by $386K.

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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:
195.3%	> 100.0 %

Formula:
(Cash) / (Current Liabilities)

Current Ratio (Liquidity)

Ability to pay short-term obligations



Current:	Target:
2.2	> 1.0

Formula:
(Current Assets) / (Current Liabilities)

Defensive Interval

Months of continued operation without incoming funds



Current:	Target:
3.5	> 3 months

Formula:
(Cash + Securities + AR)/(Average Expenses for Past 12 Months)

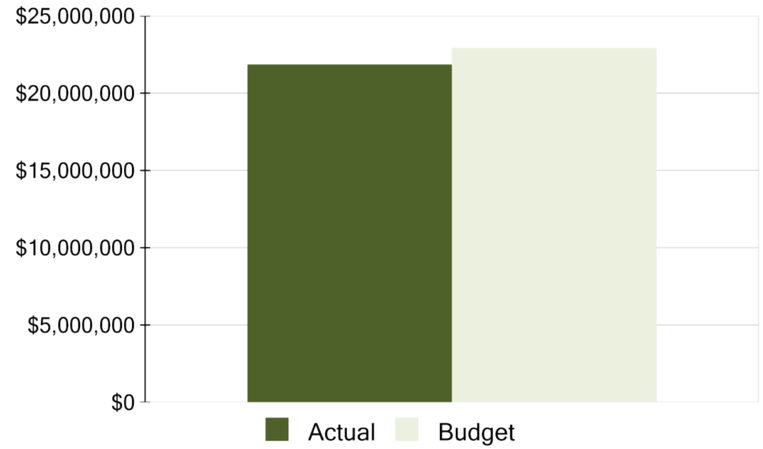
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Financial Snapshot

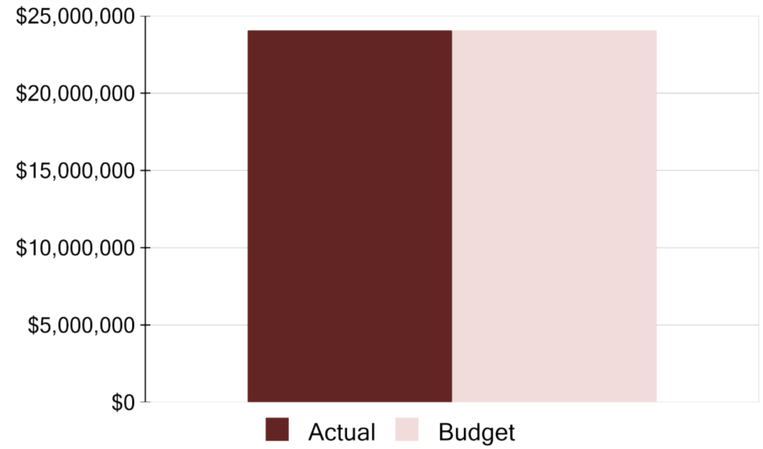
FY 2025-2026, July - March

Cash Balance
$9,478,407

Revenue to Date



Expense to Date



Revenue Summary	
Actual	$21,853,038
Budget	$22,933,626
Actual to Budget	-4.7%

Expense Summary	
Actual	$24,064,015
Budget	$24,066,043
Actual to Budget	0.0%

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Actual to Budget Summary

FY 2025-2026, July - March

	July - March			2025-2026		
Account Description	**Actual**	**Budget**	**Variance $**	**Total Budget**	**Actual to Total Budget %**	**Remaining Budget**
LCFF Revenue	$17,564,294	$18,908,292	($1,343,999)	$27,543,688	63.8%	$9,979,395
Federal Revenue	$464,945	$690,019	($225,074)	$1,744,306	26.7%	$1,279,362
State Revenue	$3,653,540	$3,202,191	$451,350	$4,435,884	82.4%	$782,343
Local Revenue	$170,259	$133,124	$37,135	$143,201	118.9%	($27,058)
Total Revenue	$21,853,038	$22,933,626	($1,080,588)	$33,867,079	64.5%	$12,014,042
Benefits	$3,968,109	$3,805,288	($162,822)	$5,346,976	74.2%	$1,378,866
Classified Salaries	$2,844,716	$2,958,947	$114,231	$4,109,427	69.2%	$1,264,711
Certificated Salaries	$9,840,026	$10,305,703	$465,677	$13,820,561	71.2%	$3,980,535
Total Personnel Expenses	$16,652,852	$17,069,938	$417,087	$23,276,964	71.5%	$6,624,112
Services	$3,888,132	$3,889,330	$1,198	$5,102,623	76.2%	$1,214,491
Books and Supplies	$3,523,032	$3,106,775	($416,257)	$4,236,868	83.2%	$713,836
Total Operational Expenses	$7,411,163	$6,996,105	($415,059)	$9,339,491	79.4%	$1,928,327
Total Expenses	$24,064,015	$24,066,043	$2,028	$32,616,455	73.8%	$8,552,440
Net Income	($2,210,977)	($1,132,417)	($1,078,560)	$1,250,625	-176.8%	$3,461,602

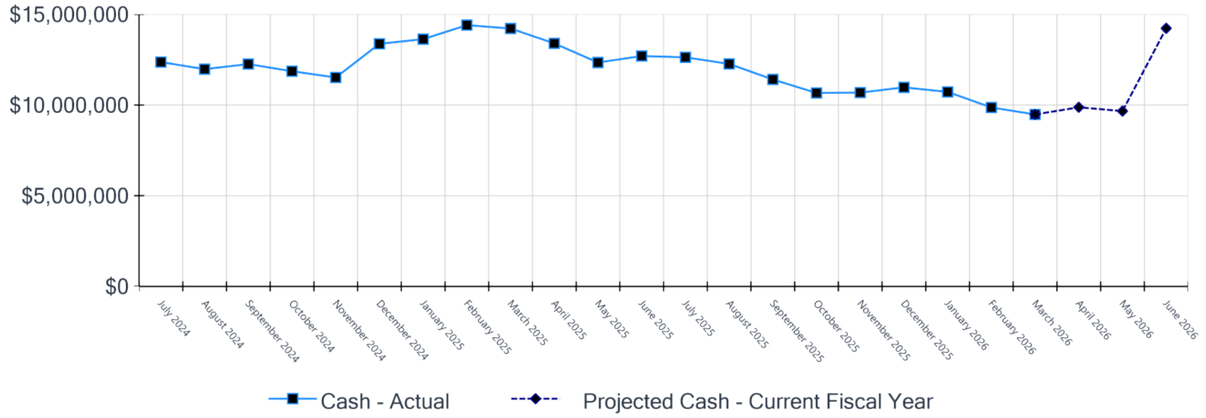
Revenue
$21,853,038
Expenses
$24,064,015
Surplus / (Deficit)
($2,210,977)

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 4/13/2026 4:37:45 PM for Compass Charter Schools

Monthly Cash Balance Over Time

Current fiscal year and prior year



	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	$12,341,750.18	Actual
June 2025	$12,700,623.27	Actual

	Cash Amount	Actual or Projected
July 2025	$12,629,218.43	Actual
August 2025	$12,265,847.69	Actual
September 2025	$11,408,065.94	Actual
October 2025	$10,663,174.37	Actual
November 2025	$10,682,872.42	Actual
December 2025	$10,973,591.32	Actual
January 2026	$10,722,441.14	Actual
February 2026	$9,864,545.55	Actual
March 2026	$9,478,407.24	Actual
April 2026	$9,874,641.55	Projected
May 2026	$9,664,276.32	Projected
June 2026	$14,228,228.75	Projected

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Balance Sheet Summary FY 2025-2026 - March

Assets	
Current Assets	
Accounts Receivable	$131,198
Cash and Cash Equivalents	$9,478,407
Employee Advances	$2,149
Prepaid Expenses	$53,904
Short Term Investments	$876,544
Total Current Assets	**$10,542,203**
Fixed Assets	
Fixed Assets	$200,276
Total Fixed Assets	**$200,276**
Other Assets	
Other Assets	$5,220
Total Other Assets	**$5,220**
Total Assets	**$10,747,698**

Liabilities and Net Assets	
Short-term Liabilities	
Accounts Payable	$187,615
Accrued Liabilities	$3,797,946
Other Short Term Liability	$862,748
Total Short-term Liabilities	**$4,848,309**
Long-term Liabilities	
Other Liabilities	$204,052
Total Long-term Liabilities	**$204,052**
Total Liabilities	**$5,052,361**
Total Unrestricted Net Assets	$7,906,314
Total Net Increase/(Decrease) in Net Assets	($2,210,977)
Total Net Assets	**$5,695,337**
Total Liabilities and Net Assets	**$10,747,698**

Liquidity Ratio

2.2

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.

Yolo LCFF Overpayment balance as of March 2026: $2,828,575.13

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Looking Ahead

AREA	DUE DATE	COMPLIANCE ITEM	COMPLETED BY	BOARD MUST APPROVED	ADDITIONAL INFORMATION
Finance	4/16/2026	Special education federal expenditure report; timing and steps vary by SELPA - Due date may vary depending on an LEA's SELPA: Federal revenues are received through a grant, which is paid on a reimbursement basis. Each LEA is required to submit reports of its federal expenditures throughout the year to facilitate consistent cash flows.	CSMC	No	https://www.cde.ca.gov/sp/se/as/fy23-24exprptinst.asp
Finance	4/30/2026	El Dorado special education NPS / RTC expenditure report - NPS/RTC expenditure reports are due for expenditures from January to March.	CSMC	No	https://www.cde.ca.gov/sp/se/as/fy23-24exprptinst.asp
Finance	4/30/2026	Federal Cash Management Data Collection (CMDC) - A web-based data collection application for LEAs to report federal cash management data for federal programs under the Every Student Succeeds Act (ESSA)	CSMC	No	https://www.cde.ca.gov/fg/aa/cm/
Payroll	4/30/2026	1st Quarter Payroll Tax filing due -	Payroll Vendor	No	
Student Data	5/1/2026	P-2 Attendance Report, state deadline -	CSMC with School Support	No	
Finance	5/1/2026	Recommended public hearing for preliminary budget and LCAP - The governing body of a charter school must hold at least one public hearing to solicit recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the LCAP. This public hearing may be held at the same meeting at which the governing body of a charter school adopts the LCAP, but the public hearing to solicit recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the LCAP must occur before the adoption of the LCAP.	School with CSMC Support	Yes	https://www.cde.ca.gov/fg/aa/lc/lcfffaq.asp#CS
Accounting	5/15/2026	Form 990 Return of Exempt Organization -	School	Yes	
Finance	5/20/2026	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
Payroll	5/31/2026	New Fiscal Payroll Calendar approved -	School	No	

Report created on 4/13/2026 4:37:47 PM for Compass Charter Schools

Looking Ahead

AREA	DUE DATE	COMPLIANCE ITEM	COMPLETED BY	BOARD MUST APPROVED	ADDITIONAL INFORMATION
Finance	6/30/2026	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 aligned to the measures required under Every Student Succeeds Act (ESSA).	School	Yes	https://www.cde.ca.gov/ta/ac/cm/localindicators.asp
Finance	6/30/2026	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	6/30/2026	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	6/30/2026	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

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CSMC

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POWERED BY:

Charter Vision

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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 BS March 2026.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 P&L March 2026.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 March 2026.xlsx

Board Policy #: 1 SECTION 1 – BOARD GOVERNANCE – BOARD GOVERNANCE
Adopted/Ratified: March 28, 2021
Revision Date: July 31, 2021, May 21, 2022, May 20, 2023

SECTION 1 – BOARD GOVERNANCE – BOARD GOVERNANCE

This Policy codifies and implements the governance protocols and practices of the Board of Directors of Compass Charter Schools. To the extent any provision of this Policy is inconsistent with the terms of any charter approved by the applicable chartering authority, the approved charter shall control.

Commented [C1]: This language will be added to the cover page of the Policy Manual as it pertains to all policies.

Role of the Governing Board

Mission Statement

- The Compass Charter Schools mission is to inspire and develop innovative, creative, self directed learners, one scholar at a time.

Vision Statement

- ~~The Compass Charter Schools vision is to create a collaborative virtual learning community, inspiring scholars to appreciate the ways in which arts and sciences nurture a curiosity for life-long learning, and prepare scholars to take responsibility for their future success.~~
- 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.

Duties of the Board Members

- Duty of Care: Each member of the Board must perform their duties in good faith, in a manner that is in the best interests of the Corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.
- Duty of Loyalty: Board members will have undivided allegiance to the welfare of Compass Charter Schools and not act in their own self-interest. The Board will adopt and follow a Conflict of Interest Code. Each member of the Board will ensure the Corporation's compliance with state and federal laws.
- Duty of Obedience: Board members will ensure that the mission of Compass Charter Schools is carried out by being faithful to the purposes and goals of the Corporation.
- The Board shall comply with the Ralph M. Brown Act ("Brown Act"), Education Code Section 47604.1, Government Code Section 1090, *et seq*., the Political Reform Act, and the Public Records Act.
- The Board will participate ~~annually~~ in the following required training: ~~regarding board governance, the Brown Act, and conflicts of interest rules.~~
    - The Board will participate in ethics training every two years during their terms of service, as described in Government Code Sections 53234-53235.2. New Board Members must complete this training within 6 months of the start of their term.
    - The Board will participate annually in Mandated Reporter Training as defined in Education Code Section 44691(c)(1)(A)
    - The Board will participate in Brown Act Training every two years.
    - School Finance Training (2027)

Vision and Strategic Plan

- The Board drafts, modifies and approves the Compass Charter Schools Mission and reviews the Mission annually.
- The Board reviews, provides input and approves Strategic Plans submitted by the Superintendent & CEO.
- The Board adopts policies to successfully implement the Compass Charter Schools Mission and Strategic Plans.
- The Board oversees the Superintendent & CEO to ensure that the Compass Charter Schools Mission and Strategic Plans are reflected in the day-to-day operations of the Corporation, including ensuring that the curriculum aligns with the Charter Schools Mission.
- The Board will establish and, from time-to-time, review organizational values.
- The Board shall, from time-to-time, review and update the Bylaws.

Academic Performance Monitoring

- The Board, or a committee thereof, annually reviews scholar performance based on state mandated assessments and sets goals for scholar academic achievement at each Charter School.
- The Board, or a committee thereof, periodically reviews scholar performance based on charter school assessments and sets goals for scholar academic achievement at each Charter School.
- The Board reviews and adopts academic policies to achieve the scholar achievement goals at each Charter School.
- The Board approves all academic performance reports to all federal, state, and local agencies as required by law.
- The Board approves a Local Control Accountability Plan ("LCAP") for each Charter School and annually reviews, updates, and approves it.
- The Board, or a committee thereof, researches or develops scholar data collection systems and periodically reviews them to ensure their effectiveness.

Staffing and Personnel

- The Board reviews and approves personnel policies and any amendments thereto.
- The Board reviews and approves the Compass Charter Schools' enrollment capacities for each school year ~~at its September regular meeting~~.
- The Board hires, evaluates, disciplines, and terminates the employment of the Superintendent & CEO, consistent with applicable policies and procedures and the employment contract.
- The Board establishes performance goals for the Superintendent & CEO and communicates the goals to the Superintendent & CEO.
- The Board annually reviews the Superintendent & CEO's performance based on a shared matrix of goals.
- The Board ~~annually~~ reviews/evaluates the Superintendent & CEO's employment contract every two years prior to renewal. ~~each Spring.~~
- The Board establishes and ~~annually~~ reviews the Superintendent & CEO succession and recruitment plans as needed.
- The Board approves the salaries and compensation policies for all Compass Charter Schools personnel in compliance with any applicable state laws and collective bargaining procedures (if applicable).

Parent, Scholar and Community Relations

- The Board, or an administrative panel selected by the Board, hears scholar suspension and expulsion matters.
- The Board, following the suspension or expulsion, hearing or following the Administrative Panel's recommendation, makes the final decision regarding suspension or expulsion.
- The Board reviews and approves scholar and parent policies and any proposed amendments thereto.
- As needed, the Board determines the best approach to communicating with the media and community at large on specific items, consistent with the Compass Charter Schools' Mission.

Finance and Budget

- ~~The Board reviews and approves the fiscal management and internal controls policies and any proposed amendments thereto.~~
- ~~The Board approves Compass Charter Schools contracts over $100,000.~~
- ~~The Board approves all affirmative litigation involving Compass Charter Schools.~~
- ~~The Board will review and approve any authority given to legal counsel for any settlements regarding potential or actual litigation over $100,000.~~
- The Superintendent & CEO may authorize expenditures and may sign related contracts within the approved budget. The Governing Board must review all expenditures. This will be done via approval of a check register, which lists all checks written during a set period of time and includes check #, payee, date, and amount. The Governing Board must also approve contracts over $100,000.
- The Chief Business Officer or his/her designee must approve all purchases. Designees may be Directors purchasing on behalf of their department. Purchase requisitions and/or contracts, authorizing the purchase of items greater than $25,000, must be approved and signed by the Superintendent & CEO and submitted with the related invoice.
- The Board will authorize or ratify the initiation of litigation by Compass Charter Schools.
- The Board shall review all expenditures via approval of a check register which lists all checks written during a set period of time and includes check number, payee, date, and amount.
- The Board reviews and approves the Compass Charter Schools' annual academic calendars and class schedules.
- The Board will receive the annual auditor's report(s).
- The Board reviews, adopts, and amends ~~the~~ an annual budget for each individual Charter School that it operates ~~Compass Charter Schools with revenue being recognized in each individual Charter School and expenses being consolidated in Compass Charter Schools, then distributed to each individual Charter School based on ADA.~~
- The Board reviews, adopts, and amends the interim and annual financial statements.
- The Board will ensure the ending fund balances for each individual Charter School will include a reserve of no less than ten percent (10%), absent exceptional circumstances.
- The Board reviews and approves the audit report.
  The Board monitors the responses to the audit report and implementation thereof.

Facilities

- The Board approves ~~enters into~~ financing, leasing, and building contracts.
- The Board approves construction and remodeling of facilities.

Commented [C2]:

- ~~The Board, or a committee thereof, researches school sites as needed, and funding and facilities options.~~
- ~~The Board, or a committee thereof, makes recommendations on facilities needs and policies.~~

Commented [PM3]: This is typically an admin duty; with the Board approving the final recommendations of staff.

Commented [PM4]: Same.

Board Internal Business

- The Board drafts, reviews and approves board policies and amendments thereto.
- The Board ~~and the Superintendent & CEO~~ recruits and nominates prospective Board members pursuant to the Bylaws.
- The Board orients and assures proper training for new Board members.
- The Board develops and implements a Board self-evaluation every other year. From time to time, the Board re-evaluates its self-evaluation process.

Charter Performance and Renewal

- The Board annually reviews the school performance reports.
- The Board, as needed, reviews charter school renewal proposals and reports.
- The Board approves Charter Renewal Petitions to be submitted to any chartering authority.

Delegation of Power to the Superintendent & CEO

The Board delegates the following powers to the Superintendent & CEO, or his/her designee:

Vision and Strategic Plan

- The Superintendent & CEO provides input to the Board when it drafts, modifies and approves the Compass Charter Schools Mission and in each subsequent year when it reevaluates the Mission.
- The Superintendent & CEO drafts and submits to the Board the Compass Charter Schools Strategic Plans.
- The Superintendent & CEO implements charters, the Board-adopted policies, the Compass Charter Schools Mission, and Strategic Plans, by among other things adopting appropriate procedures and training staff on the policies and procedures.

Academic Performance Monitoring

- The Superintendent & CEO creates a report reflecting scholar performance based on state-mandated assessments, provides a copy to the Board, reviews the performance with the Board, or a committee thereof, and provides input to the Board when setting goals for scholar achievement on assessments. The Superintendent & CEO implements the goals for scholar achievement on such assessments.
- The Superintendent & CEO quarterly creates a report reflecting scholar performance based on school level assessments, provides a copy to the Board, reviews the performance with the Board, or a committee thereof, and provides input to the Board when setting goals for scholar assessment. The Superintendent & CEO implements the goals for scholar achievement based on assessments.
- The Superintendent & CEO implements Board adopted policies to achieve the scholar achievement goals, by among other things, adopting appropriate procedures and training staff on policies and procedures.
- The Superintendent & CEO creates all academic performance reports required by all state and local agencies as required by law and provides them to the Board for approval.

- The Superintendent & CEO consults with teachers, principals, administrators, other school personnel, parents, and pupils in developing the LCAP and annual update to the LCAP, which is approved by the Board annually.
- The Superintendent and CEO develops the Compass Charter Schools Calendar and schedule and provides them to the board for approval.

Staffing and Personnel

- The Superintendent & CEO, or designee, drafts all personnel policies and presents them to the Board for review and approval. The Superintendent & CEO also recommends any proposed amendments to the personnel policies and presents them to the Board for review and approval.
- The Superintendent & CEO determines Compass Charter Schools' enrollment capacities for each school year and provides them to the Board for approval ~~at the Board's September regular meeting.~~
- The Superintendent & CEO is responsible for recruiting, hiring, evaluating, disciplining, and dismissing all Compass Charter Schools personnel.
- The Superintendent & CEO recommends the salaries for all Compass Charter Schools personnel in compliance with any applicable state laws and collective bargaining procedures (if applicable) to the Board for final approval.
- The Superintendent & CEO ensures that all Compass Charter Schools personnel are evaluated on a yearly basis and creates the process for such evaluation with input from administrators.
- The Superintendent & CEO implements all personnel policies, including the Compass Charter Schools internal complaint procedures.

Parent, Scholar and Community Relations

- The Superintendent & CEO implements the policies and procedures adopted for scholar suspension and~~,~~ expulsion, ~~or involuntary removal,~~ and recommends scholar suspensions~~,~~ and expulsions, ~~or voluntary removals~~ to the Board or Administrative Panel, upon completion of the school-level procedures.
- The Superintendent & CEO follows the policies and procedures adopted for scholar suspensions, expulsions, or involuntary removals.
- The Superintendent & CEO or designee drafts, and subsequently implements the Board adopted scholar and parent policies, by, among other things, adopting appropriate procedures and training staff on the policies and procedures. The Superintendent & CEO or designee drafts amendments to the scholar and parent policies, and presents them to the Board for approval.
- The Superintendent & CEO communicates with the media and community at large in a fashion that is consistent with the School's Mission.

Finance and Budget

- The Superintendent & CEO drafts and subsequently implements the Board-adopted fiscal policies, by, among other things, adopting appropriate procedures and training staff on the policies and procedures. The Superintendent & CEO drafts amendments to the fiscal policies, and presents them to the Board for approval.
- The Superintendent & CEO approves all Compass Charter Schools contracts ~~greater than $25,000~~ up to $100,000.

- The Superintendent & CEO approves authority given to legal counsel for any settlements regarding potential or actual litigation up to $100,000.
- The Superintendent & CEO is authorized to confer with legal counsel as needed in connection with the day-to-day operations of the Charter Schools.
- The Superintendent & CEO drafts and submits to the Board, or a committee thereof, the quarterly and yearly budget drafts.
- The Superintendent & CEO drafts and submits to the Board the final quarterly and yearly budgets and other required financial statements.
- The Superintendent & CEO implements the responses to the audit report as instructed by the Board.
- The Superintendent & CEO must follow Compass Charter Schools purchasing procedures, including:

  - ☐ All purchases over $50,000 must include documentation of ~~a good faith effort to secure the lowest possible cost for comparable goods or services~~three separate bids for the work/product;
  - ☐ Documentation will be attached to all check and purchase order requests showing that at least three (3) vendors were contacted and such documentation shall be maintained for three (3) years.

Facilities

- The Superintendent & CEO conducts needs assessments for each school site at the direction of the Board.
- The Superintendent & CEO conducts capital campaigns as needed.
- The Superintendent & CEO implements any facilities policies adopted by the Board.

Charter Performance and Renewal

- The Superintendent & CEO annually drafts any required Compass Charter Schools performance reports for Board review.
- The Superintendent & CEO is responsible for the drafting of charter renewal petitions and material revisions of the charters.
- The Superintendent & CEO will foster an amicable relationship between ~~the individual~~ Compass Charter Schools and ~~their~~ each chartering authority.

Commented [PM5]: I would recommend amending to state that you will secure 3 competitive bids for contracts over $50K and leave the rest out.

Board Policy #: 1 SECTION 1 – BOARD GOVERNANCE – BOARD GOVERNANCE
Adopted/Ratified: March 28, 2021
Revision Date: July 31, 2021, May 21, 2022, May 20, 2023

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Duties of the Board Members

- Duty of Care: Each member of the Board must perform their duties in good faith, in a manner that is in the best interests of the Corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.
- Duty of Loyalty: Board members will have undivided allegiance to the welfare of Compass Charter Schools and not act in their own self-interest. The Board will adopt and follow a Conflict of Interest Code. Each member of the Board will ensure the Corporation's compliance with state and federal laws.
- Duty of Obedience: Board members will ensure that the mission of Compass Charter Schools is carried out by being faithful to the purposes and goals of the Corporation.
- The Board shall comply with the Ralph M. Brown Act ("Brown Act"), Education Code Section 47604.1, Government Code Section 1090, *et seq*., the Political Reform Act, and the Public Records Act.
- The Board will participate in the following required training:
    - The Board will participate in ethics training every two years during their terms of service, as described in Government Code Sections 53234-53235.2. New Board Members must complete this training within 6 months of the start of their term.
    - The Board will participate annually in Mandated Reporter Training as defined in Education Code Section 44691(c)(1)(A)
    - The Board will participate in Brown Act Training every two years.
    - School Finance Training (2027)

Vision and Strategic Plan

- The Board drafts, modifies and approves the Compass Charter Schools Mission and reviews the Mission annually.

- The Board reviews, provides input and approves Strategic Plans submitted by the Superintendent & CEO.
- The Board adopts policies to successfully implement the Compass Charter Schools Mission and Strategic Plans.
- The Board oversees the Superintendent & CEO to ensure that the Compass Charter Schools Mission and Strategic Plans are reflected in the day-to-day operations of the Corporation, including ensuring that the curriculum aligns with the Charter Schools Mission.
- The Board will establish and, from time-to-time, review organizational values.
- The Board shall, from time-to-time, review and update the Bylaws.

Academic Performance Monitoring

- The Board, or a committee thereof, annually reviews scholar performance based on state mandated assessments and sets goals for scholar academic achievement at each Charter School.
- The Board, or a committee thereof, periodically reviews scholar performance based on charter school assessments and sets goals for scholar academic achievement at each Charter School.
- The Board reviews and adopts academic policies to achieve the scholar achievement goals at each Charter School.
- The Board approves all academic performance reports to all federal, state, and local agencies as required by law.
- The Board approves a Local Control Accountability Plan ("LCAP") for each Charter School and annually reviews, updates, and approves it.
- The Board, or a committee thereof, researches or develops scholar data collection systems and periodically reviews them to ensure their effectiveness.

Staffing and Personnel

- The Board reviews and approves personnel policies and any amendments thereto.
- The Board reviews and approves the Compass Charter Schools' enrollment capacities for each school year.
- The Board hires, evaluates, disciplines, and terminates the employment of the Superintendent & CEO, consistent with applicable policies and procedures and the employment contract.
- The Board establishes performance goals for the Superintendent & CEO and communicates the goals to the Superintendent & CEO.
- The Board annually reviews the Superintendent & CEO's performance based on a shared matrix of goals.
- The Board reviews/evaluates the Superintendent & CEO's employment contract every two years prior to renewal.
- The Board establishes and reviews the Superintendent & CEO succession and recruitment plans as needed.
- The Board approves the salaries and compensation policies for all Compass Charter Schools personnel in compliance with any applicable state laws and collective bargaining procedures (if applicable).

Parent, Scholar and Community Relations

- The Board, or an administrative panel selected by the Board, hears scholar suspension and expulsion matters.
- The Board, following the suspension or expulsion, hearing or following the

Administrative Panel's recommendation, makes the final decision regarding suspension or expulsion.
- The Board reviews and approves scholar and parent policies and any proposed amendments thereto.
- As needed, the Board determines the best approach to communicating with the media and community at large on specific items, consistent with the Compass Charter Schools' Mission.

Finance and Budget

- The Superintendent & CEO may authorize expenditures and may sign related contracts within the approved budget. The Governing Board must review all expenditures. This will be done via approval of a check register, which lists all checks written during a set period of time and includes check #, payee, date, and amount. The Governing Board must also approve contracts over $100,000.
- The Chief Business Officer or his/her designee must approve all purchases. Designees may be Directors purchasing on behalf of their department. Purchase requisitions and/or contracts, authorizing the purchase of items greater than $25,000, must be approved and signed by the Superintendent & CEO and submitted with the related invoice.
- The Board will authorize or ratify the initiation of litigation by Compass Charter Schools.
- The Board shall review all expenditures via approval of a check register which lists all checks written during a set period of time and includes check number, payee, date, and amount.
- The Board reviews and approves the Compass Charter Schools' annual academic calendars and class schedules.
- The Board will receive the annual auditor's report(s).
- The Board reviews, adopts, and amends an annual budget for each individual Charter School that it operates
- The Board reviews, adopts, and amends the interim and annual financial statements.
- The Board will ensure the ending fund balances for each individual Charter School will include a reserve of no less than ten percent (10%), absent exceptional circumstances.
- The Board reviews and approves the audit report.
  The Board monitors the responses to the audit report and implementation thereof.

Facilities
- The Board approves financing, leasing, and building contracts.
- The Board approves construction and remodeling of facilities.

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Board Internal Business
- The Board drafts, reviews and approves board policies and amendments thereto.
- The Board recruits and nominates prospective Board members pursuant to the Bylaws.
- The Board orients and assures proper training for new Board members.
- The Board develops and implements a Board self-evaluation every other year. From time to time, the Board re-evaluates its self-evaluation process.

Charter Performance and Renewal
- The Board annually reviews the school performance reports.
- The Board, as needed, reviews charter school renewal proposals and reports.
- The Board approves Charter Renewal Petitions to be submitted to any

chartering authority.

Delegation of Power to the Superintendent & CEO

The Board delegates the following powers to the Superintendent & CEO, or his/her designee:

Vision and Strategic Plan

- The Superintendent & CEO provides input to the Board when it drafts, modifies and approves the Compass Charter Schools Mission and in each subsequent year when it reevaluates the Mission.
- The Superintendent & CEO drafts and submits to the Board the Compass Charter Schools Strategic Plans.
- The Superintendent & CEO implements charters, the Board-adopted policies, the Compass Charter Schools Mission, and Strategic Plans, by among other things adopting appropriate procedures and training staff on the policies and procedures.

Academic Performance Monitoring

- The Superintendent & CEO creates a report reflecting scholar performance based on state-mandated assessments, provides a copy to the Board, reviews the performance with the Board, or a committee thereof, and provides input to the Board when setting goals for scholar achievement on assessments. The Superintendent & CEO implements the goals for scholar achievement on such assessments.
- The Superintendent & CEO quarterly creates a report reflecting scholar performance based on school level assessments, provides a copy to the Board, reviews the performance with the Board, or a committee thereof, and provides input to the Board when setting goals for scholar assessment. The Superintendent & CEO implements the goals for scholar achievement based on assessments.
- The Superintendent & CEO implements Board adopted policies to achieve the scholar achievement goals, by among other things, adopting appropriate procedures and training staff on policies and procedures.
- The Superintendent & CEO creates all academic performance reports required by all state and local agencies as required by law and provides them to the Board for approval.
- The Superintendent & CEO consults with teachers, principals, administrators, other school personnel, parents, and pupils in developing the LCAP and annual update to the LCAP, which is approved by the Board annually.
- The Superintendent and CEO develops the Compass Charter Schools Calendar and schedule and provides them to the board for approval.

Staffing and Personnel

- The Superintendent & CEO, or designee, drafts all personnel policies and presents them to the Board for review and approval. The Superintendent & CEO also recommends any proposed amendments to the personnel policies and presents them to the Board for review and approval.
- The Superintendent & CEO determines Compass Charter Schools' enrollment capacities for each school year and provides them to the Board for approval
- The Superintendent & CEO is responsible for recruiting, hiring, evaluating, disciplining, and dismissing all Compass Charter Schools personnel.
- The Superintendent & CEO recommends the salaries for all Compass Charter Schools personnel in compliance with any applicable state laws and collective

bargaining procedures (if applicable) to the Board for final approval.

- The Superintendent & CEO ensures that all Compass Charter Schools personnel are evaluated on a yearly basis and creates the process for such evaluation with input from administrators.
- The Superintendent & CEO implements all personnel policies, including the Compass Charter Schools internal complaint procedures.

Parent, Scholar and Community Relations

- The Superintendent & CEO implements the policies and procedures adopted for scholar suspension and expulsion, and recommends scholar suspensions and expulsions, to the Board or Administrative Panel, upon completion of the school-level procedures.
- The Superintendent & CEO follows the policies and procedures adopted for scholar suspensions, expulsions, or involuntary removals.
- The Superintendent & CEO or designee drafts, and subsequently implements the Board adopted scholar and parent policies, by, among other things, adopting appropriate procedures and training staff on the policies and procedures. The Superintendent & CEO or designee drafts amendments to the scholar and parent policies, and presents them to the Board for approval.
- The Superintendent & CEO communicates with the media and community at large in a fashion that is consistent with the School's Mission.

Finance and Budget

- The Superintendent & CEO drafts and subsequently implements the Board-adopted fiscal policies, by, among other things, adopting appropriate procedures and training staff on the policies and procedures. The Superintendent & CEO drafts amendments to the fiscal policies, and presents them to the Board for approval.
- The Superintendent & CEO approves all Compass Charter Schools contracts up to $100,000.
- The Superintendent & CEO approves authority given to legal counsel for any settlements regarding potential or actual litigation up to $100,000.
- The Superintendent & CEO is authorized to confer with legal counsel as needed in connection with the day-to-day operations of the Charter Schools.
- The Superintendent & CEO drafts and submits to the Board, or a committee thereof, the quarterly and yearly budget drafts.
- The Superintendent & CEO drafts and submits to the Board the final quarterly and yearly budgets and other required financial statements.
- The Superintendent & CEO implements the responses to the audit report as instructed by the Board.
- The Superintendent & CEO must follow Compass Charter Schools purchasing procedures, including:

  □ All purchases over $50,000 must include documentation of three separate bids for the work/product;
  □ Documentation will be attached to all check and purchase order requests showing that at least three (3) vendors were contacted and such documentation shall be maintained for three (3) years.

Facilities

- The Superintendent & CEO conducts needs assessments for each school site at the direction of the Board.
- The Superintendent & CEO conducts capital campaigns as needed.
- The Superintendent & CEO implements any facilities policies adopted by the Board.

Charter Performance and Renewal

- The Superintendent & CEO annually drafts any required Compass Charter Schools performance reports for Board review.
- The Superintendent & CEO is responsible for the drafting of charter renewal petitions and material revisions of the charters.
- The Superintendent & CEO will foster an amicable relationship between Compass Charter Schools and each chartering authority.

2026-2027 Compass Approved Curriculum List Grades TK-8

Approved 3/10/26

ELA Curriculum

All About Reading (TK-3)	Houghton Mifflin Harcourt (K-6)	Oak Meadow (TK-8)
All About Spelling (K-6)	IEW (3-8)	Open Up (K-8)
Apex Learning Online (K-8)	IEW Primary Arts of Language: Reading (K-2)	Plaid Phonics (K-6)
Blackbird & Co. (K-8)	Imagine Learning (K-8)	PRIDE Reading Program (TK-3)
BookShark (TK-8)	IXL (TK-8)	Reading A-Z (K-5)
Brave Writer (K-8)	Khan Academy (2-8)	Spectrum (TK-8)
BYU Independent Study (6-8)	Lightning Literature (1-8)	Starline Press (3-8)
CA Preschool Curriculum Framework, Volume 1 (TK)	Logic of English - Foundations (TK-1)	Time 4 Learning (TK-8)
Engage New York (TK-8)	Logic of English - Essentials (2-8?)	Wild Reading (TK-1)
Essentials in Writing (1-8)	McGraw Hill Wonders (K-5)	Wordly Wise 3000 (K-8)
Explode the Code/Beyond the Code (K-4)	McRuffy Press (TK-5)	Write By Number (K-8)
Fishtank Learning (K-8)	Miaplaza(Miacademy)* (K-8)	Write Source (1-8)
FixIt! Grammar (3-8)	Moving Beyond the Page (TK-9)	WriteAtHome (4-8)
Great Books (K-8)	myView Literacy- Home School Bundle (K-5)	Writing A-Z (K-5)
Happy Cheetah (K-2)	myPerspectives (6-8)	Zaner Bloser (SuperKids) (TK-2)
Hooked on Phonics (TK-2)	New York Times Writing (6-8)	Zoo Phonics (TK-1)

ELA Supplemental Resources

Bonnie Terry Learning (K-8)	Evan Moor (TK-6)	Reading Informational Text - Evan Moor (1-6)
Core Knowledge (TK-8)	Evan Moor Daily 6 - Trait Writing (1-6)	Readworks (Free) (K-8)
Daily Language Practice (Evan Moor) (1-8)	Grammar Ace (4-8)	Starfall (Free Amazon App) (TK-3)
Daily Reading Comprehension (Evan Moor) (1-8)	Handwriting Without Tears (TK-6)	Write On! Webb (3-8)
Easy Peasy All In One Homeschooling (1-7)	Memoria Press (Foundational + Writing) (TK-8)	Writing with Ease (K-5)

Math

Aleks Math- McGraw Hill (3-8)	Go Math! (K-6)	Oak Meadow (TK-12)
APEX Learning (6-8)	Illustrative Mathematics (K-8)	Open Up (K-12)
Art of Problem Solving (5-8)	Imagine Learning (K-8) (Online vendor for above)	Primary Math Common Core Edition (Singapore) (1-5)
Beast Academy (1-5)	IXL (TK-8)	Reveal Math- McGraw Hill (K-8)
BYU Independent Study (6-8)	Khan Academy (2-8)	Right Start Math (TK-7)
CA Preschool Curriculum Framework, Volume 1 (TK)	Live Online Math (6-8)	Saxon Math Intermediate 3-5 (3-5)
CK-12 (1-8)	Math in Focus (K-8)	Saxon Math (K-8)
Core Knowledge (K-8)	Math Mammoth (1-8)	Singapore Math Live (1-8)
CPM (6-8)	Math U See (TK-8)	Singapore Primary Math (K-5)
Denison Math (7-8)	Math with Confidence (K-5)	Singapore Dimensions Math (TK-8)
Engage New York (K-6)	Miaplaza (Miacademy)* (K-8)	Starline Press (3-8)
enVision Math (K-8)	Moving Beyond the Page (TK-9)	The Critical Thinking Co. (TK-8)
Eureka Math (K-6)	Mr. D Math (6-12)	Zearn Math (K-8)

Math Supplemental Resources

Evan Moor Skill Sharpeners Math (K-6)	Spectrum Math (K-8)	Time 4 Learning (TK-8)
Generation Genius (K-8)	Teaching Textbooks (3-8)	Wild Math (K-5)
Science Mom (Math) (6-8)		

Science

Beast Academy (3-4)	Evan Moor Skill Sharpeners Science (TK-6)	Little Science Thinkers Year-Long Curriculum (2)
Bring Science Alive! (K-8)	Generation Genius (K-8)	McGraw Hill - Inspire Science (K-8)
CA Preschool Curriculum Framework, Volume 3 (TK)	Inquisitve Science (K-5)	Mystery Science (Ask your ST) (K-5)
California Inspire Science - McGraw Hill (K-8)	Khan Academy (6-8)	Starline Press
Classical Science by Elemental Science (K-8)	Science A-Z (K-6)	Studies Weekly (K-5)
Elemental Science - Science Chunks (K-6)	Litte Science Thinkers Year-Long Curriculum (K)	Supercharged Science (K-8)
Elevate Elementary Science (K-8)	Little Science Thinkers Year-Long Curriculum (1)	Ten Strands (K-7)

Science Supplemental Resources

BookShark (TK-8)	Engineering Is Elementary (K-5)	Miaplaza (Miacademy)* (K-8)
Building Blocks of Science (K-7)	Evan Moor (TK-6)	Moving Beyond the Page (TK-8)
Carrier Shell Curriculum (1-6) 12 week unit study	Home Science Tools - Science Unlocked (K-8)	My Pals are Here Science (1-6)
CK-12 (1-8)	Imagine Learning (TK-8)	Nancy Larson Science (K-5)
Core Knowledge (K-8)	IXL (TK-8)	Science Mom (Science) (4-8)
Discover! Science (1-6)	MEL Science (K-8)	

Social Studies/History

Beautiful Feet (K-8)	Discover! Social Studies (1-3 and 5-8)	Little Social Studies Thinkers Year-Long Curriculum (2)
CA Preschool Curriculum Framework, Volume 3 (TK)	Houghton Mifflin Harcourt (6-8)	Miaplaza (Miacademy) (K-8)
California Out of the Box (4)	Hyperion Academics (TK-8)	myWorld Interactive (K-5)
California Social Studies 3rd Grade Bundle (3)	Imagine Learning (6-8)	Starline Press (3-8)
California Social Studies 4th Grade Bundle (4)	Impact-McGraw Hill (K-8)	Stories In History (TK-8) ~~(1-8)~~
California Social Studies 5th Grade Bundle (5)	Little Social Studies Thinkers Year-Long Curriculum	Studies Weekly (TK-8)
California Social Studies 6th Grade Bundle (6)	Little Social Studies Thinkers Year-Long Curriculum	TCi Social Studies (TK-8)

Social Studies Supplemental Resources		
Book Shark (TK-8)	Daily Geography (Evan Moor) (1-6)	IXL (TK-8)
CK-12 (1-8)	History of US (5-8)	Story of the World (1-8)
Core Knowledge (K-8)	History Quest (1-6)	U.S. History Detective Book (8)
Curiosity Chronicles (1-8)		

SPED	Online Learning	ELD
TeachTown	Accelerate Ed (includes a--g courses)	Lexia
Compass Created Curriculum **Full year standards based curriculum, organized into modules with assignments, assessments, resources, and rubrics.**		
Options Modules for TK-8		
Full Year Secular Curriculum Kits		
Timberdoodle (TK-8)	Moving Beyond the Page (K-8)	Oak Meadow (K-8)
Bookshark (TK-8)	Rainbow Resource Secular Starter Kit (K-8)	

2026-2027 Compass Approved Curriculum List Grades 9-12

Approved 3/10/26

All Core Curriculum can also be supplemented with additional curiculum based on scholar need.
Please work with the supervising teacher and/or course teacher for supplemental recommendations and needs.

ELA

Essentials in Writing and Literature Bundle	Silicon Valley High School- English	Oak Meadow
Bravewriter	myPerspectives	BYU Independent Study
Edgenuity-ImagineLearning		

Course novels ordered via Amazon Store Front and assigned or approved by English teacher

Math

Dennison (Traditional and Success)	McGraw-Hill	Edgenuity-ImagineLearning
Art of Problem Solving	Silicon Valley High School	Glencoe and Math with Business Applications
BYU and BYU- Business Math and Personal Finance		Mr. D

Science

Miller & Levine: Biology, 2019.	Earth Science by Tarbuck, Lutgens, and Tasa	Physical Science By Bill Tillery 13th Edition
Glencoe Biology Dynamics of Life 2017	Oak Meadow	Edgenuity-ImagineLearning

Astronomy Today 9th Edition by Eric Chaisson (Author), Steve McMillan (Author)

Conceptual Physics Hardcover – January 1, 2014 by Paul Hewitt (Author)McGraw Hill

Social Studies/History

BYU

BYU Government	BYU US History to 1877	BYU World History Part 1
BYU Economics	BYU United States History From 1877	BYU World History Part 2
BYU Ethnic Studies		

Silicon Valley High School (A-G)

Silicon Valley High School Government	Silicon Valley High School US History Part 1	Silicon Valley High School World History Part 1
Silicon Valley High School Economics	Silicon Valley High School US History Part 2	Silicon Valley High School World History Part 2

Crash Course

Crash Course Government Videos	Crash Course Economics Videos	Crash Course US History Videos
Crash Course Government Book	Crash Course Economics Book	Crash Course World History Videos

Power Basics American Government	**Holt-McDougal**	Model Curriculum for Ethnic Studies
Power Basics World History 1	Holt-McDougal Government	Oak Meadow
Power Basics United States History	Holt-McDougal Economics	Edgenuity-ImagineLearning

World Languages

Silicon Valley High School ASL (ASL 1 & 2)	Breaking the Barrier	Oak Meadow
BYU ASL (ASL 1 & 2)	Barron's American Sign Language	Avancemos
		Edgenuity-ImagineLearning

Electives

Oak Meadow	Online option Art in World Cultures	Art in Focus
Understanding Psychology	Real Communication†	Living with Art - McGraw-Hill
Creative Life skills, AE	Bright Thinker Creative Writing†	Mcgraw-Hill Art Talk
Life skills for teens, AE	All About Clay Experience Clay, 3rd edition	Emerging Art
Life skills for young adults, AE	Tradition of Excellence, Book 2 – Kjos Publishing	Starline Press Art Workbook Set
Experiencing Dance: From Student to Dance Artist	Sound Innovations for Advanced Musicians – Alfred	Introduction to Theatre Arts: A 36-Week Action Handbook
VCI approved vendors for Dance	VCI approved vendors for Music	
Choices & Connections: An Introduction to Communication†		VCI approved vendors for theater and drama

† Denotes Physical Copy Approval

Online Learning

Accelerate Ed

Includes a-g offerings. *Options HS scholars can choose to take up to 4 Accelerate Education Courses per semester*

SPED	Full Year Secular Curriculum Kits	ELD
SPED Education Modified Curriculum	Oak Meadow	Lexia
TeachTown	Rainbow Resource Secular Starter Kit	English Language Development
		Compass Created Curriculum and Assignments Found in Google Classroom and Learning labs

2026-27 Scholar Handbook

CCS of Los Angeles | CCS of San Diego | CCS of Yolo

850 Hampshire Road, Suite R Thousand Oaks, CA 91361 | 855-937-4227 | fax: 805-590-7077| www.compasscharters.org

Acknowledgment of Scholar Handbook

Scholars and Learning Coaches:

1. Please **read** the scholar handbook, which will include expectations, policies, procedures, annual notifications, and information crucial to a successful Compass Charter Schools experience. Feel free to direct any questions to your supervising teacher, or appropriate Compass staff member.
2. When you **sign** the **Master Agreement and Acknowledgement of Responsibilities**, you will be **agreeing** that:
    a. I, the scholar, read, understand, and agree to comply with the Scholar Handbook.
    b. I, the parent/guardian/caregiver, read, understand, and agree to comply with the Scholar Handbook and acknowledge receipt of the annual notifications provided wherein.

Pending Board Approval May 19, 2026

COMPASS CHARTER SCHOOLS

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Letter from the Superintendent & CEO

Dear Scholars and Learning Coaches:

We are happy you have chosen to make Compass Charter Schools (further referenced in this handbook as CCS, Compass, School, or Charter School) your school of choice. I am proud to be the Superintendent & CEO of Compass, and I am looking forward to working with our staff to provide a quality personalized learning program for every scholar we serve. Everyone here at Compass is committed to creating a nurturing environment as we work with you to meet the learning needs of your scholar(s).

At Compass, we work diligently to provide a high quality of support to both our scholars and their families. To that end, we are proud of the extremely positive feedback we receive from parents and scholars. As a public charter school, it is important that we all work together for the future of our scholars. Compass Charter Schools of Los Angeles, Compass Charter Schools of San Diego, and Compass Charter Schools of Yolo are proud to be building excellence with our district partners, Acton-Agua Dulce Unified School District, Mountain Empire Unified School District, and Winters Joint Unified School District.

I encourage you to visit our website, under About Us -> Meet Our Team, to learn more about our terrific STs, along with our great support staff who are here to help guide your educational experience at Compass Charter Schools!

Thank you again for choosing Compass. We look forward to being part of you and your scholar’s educational journey this year!

Kind regards,

Elizabeth Brenner
Superintendent & CEO

CCS Vocabulary

Like any school, Compass has its own unique culture, systems, and terms. Please familiarize yourself with these terms to better understand and navigate Compass.

ARTIC Values: These are the values that Compass staff, families, learning coaches, and scholars are expected to adhere to. ARTIC is an acronym for achievement, respect, teamwork, integrity, and communication.

Board Policy Manual: A written document which includes all of Compass Charter School's board approved policies. A link to the Board Policy can be found on our website at www.compasscharters.org/about-us/board-of-directors.

Charter: A written document, much like a contract, outlining the rights and obligations of a non-profit organization, company or school. For charter schools, it is often a school district which approves the charter (in compliance with state laws). The charter allows a charter school to operate with some freedoms that district schools do not have, however strong academic results and commitments made in the charter must be met as part of that contract.

English Language Development (ELD): A comprehensive program for English learners consisting of two main components: Designated ELD (protected, focused instruction on language standards) and Integrated ELD (instruction in which CA ELD standards are used in tandem with academic content standards.

Educational Support Resources: The funds provided for obtaining school approved educational materials and services for scholar use.

Education Specialist: A credentialed special education teacher who is assigned to provide specialized academic instruction to scholars who have special education services in their IEP.

Family Order Agreement (FOA): An agreement which includes the terms and conditions in which orders may be requested. It is a requirement that this form be signed before any order may be placed.

Learning Coach (LC): Parents and guardians are known as the "Learning Coach" for their children, and they are an integral part of their children's success at Compass. Since we are a personalized learning public charter school, much of the learning is facilitated by the learning coach in collaboration with a supervising teacher.

Learning Management System (LMS): Software used to deliver education courses from the teacher to the scholar. It helps keep the learning organized and allows the teacher to create, adjust, and assign lessons and grades to the scholar.

Learning Period (LP): The span of time between which a supervising teacher and scholar connect to review the learning for that time period when work assignments begin and when they are given to the supervising teacher for evaluation.

Materials Community Provider: This is a business that sells books, curriculum, and other educational items.

Multi-Tiered System of Support (MTSS): A comprehensive framework that aligns academic, behavioral, and social-emotional learning, and mental health supports to meet the needs of all students. It utilizes data-driven decision-making, Implementation Science, and Universal Design for Learning (UDL) to provide proactive, tiered interventions within a Whole Child approach.

Online Purchasing System (OPS): The online accounting-procurement system used by our Supervising Teachers, Community Providers Department, and Finance Department to facilitate orders and to manage the Educational Support Resources, orders, invoices, purchase orders, and inventory.

Order Request: Request made by the LC, listing materials or services to be obtained with Educational Support Resources. The supervising teacher reviews and approves the list and then places the order into the OPS system for the Community Provider Department to process.

Specialized Academic Instructions (SAI) Services: Personalized special education services determined by a scholar's IEP where content, methodology or delivery are adapted to ensure scholars' with disabilities can access the general education curriculum. SAI is IEP driven and delivered and or overseen by qualified staff.

Scholar: At Compass, we choose to refer to each student as a scholar. A scholar is defined as a person who is highly educated or has an aptitude for study; a distinguished academic. We refer to students as scholars because we want to emphasize our commitment to helping every individual be academically successful.

Service Community Provider: This is a business that markets lessons, services, or courses to the scholars at our School.

Student Information System (SIS): The system that Compass uses to manage the data of each scholar such as attendance, grades, courses, enrollment information, etc. The system used by Compass is called School Pathways.

Supervising Teacher (ST): A credentialed teacher assigned to each scholar to support & guide their educational journey.

Western Association of Schools and Colleges (WASC): A committee of educators from within the region who evaluate and approve schools for accreditation based on the organization's criterion. One of their purposes is to ensure educational best practices. University of California schools has a policy that requires all schools to be accredited in order to establish and maintain an A-G course list.

Mission Statement

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

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.

Core Values

Achievement | Respect | Teamwork | Integrity | Communication

Scholar Profile

The Compass Scholar Profile defines the aspirational, whole-learner outcomes, centered on attending to the social, emotional, cognitive, and mental health needs of all scholars.

- **Community Leader:** I understand that I am a member of a global society and feel a sense of responsibility to make a contribution both at the local level and in the wider world.
- **Effective Collaborator**: I participate in collaborative forums, to build understanding of concepts and to complete authentic tasks; communicating effectively (using active listening, striving to understand others, and seeking to be understood), thereby creating a safe environment in which everyone feels valued and inspired to achieve a common goal.
- **Confident Learner:** I strive to be my best self and recognize my purpose and value both in and outside of school; thinking critically and skillfully to evaluate data and information as a guide to my beliefs and actions.
- **Innovator:** I seek to create something new and better in service of achieving my goals; synthesizing information and exploring multiple perspectives to find creative and realistic solutions.

Pledge of Excellence

Compass signed onto the Independent Study Pledge of Excellence in 2016. Its purpose is to establish a consistent, transparent approach to responsible charter school management across all of the member schools. The Code of Conduct is a pledge to employees, families and the public that member charter schools will conduct business in an honest, legal and ethical manner.

All member schools adhere to the pledge's provisions, committing to ethical professional conduct. The Code is intended to serve as a basis for ethical decisions in operating these charter schools. The Pledge reads:

"Independent study in the state of California is defined as non-classroom based instruction. Non-classroom based instruction includes, but is not limited to, independent study, home study, work study, distance, and computer-based education.

We the undersigned pledge to the following in the operation and management of our charter schools offering independent study:

1. As operators of high-quality public charter schools offering independent study, we stand united behind the elements of integrity, trust, quality, and value in the operation of our schools. We know that offering personalized learning options meets the scholar where they are, aligns with what they individually need, while creating an academic program that is relevant, rigorous, and aligned to 21st Century learning.
2. As operators of high-quality public charter schools offering independent study, we stand united in managing schools that are fiscally responsible in the use of public tax dollars in our care. We value the use of independent auditors that review our financial and operational activities annually and showcase reports that are exception-free. This speaks to the commitment that we hold on financial accountability and operational integrity.
3. As operators of high-quality public charter schools offering independent study, we stand united in our efforts to operate schools that model strong integrity, value and utilize solid business practices, and abide by all rules and regulations placed upon us by school districts, regional Offices of Education, and the California Department of Education.
4. As operators of high-quality public charter schools offering independent study, we stand united believing that the actions of a few rogue charter school operators do not reflect, align, or mirror anything about our programs. Having individuals or the media drawing comparisons speaks to either the fact that they don't know what we do or they are acting on rumor and innuendo in these conversations.
5. As operators of high-quality public charter schools offering independent study, we stand united in stating clearly that we are here for one purpose: educating scholars. Our resource centers, school sites, and classrooms are solely for the purpose of academic programming for the benefit of scholars in our care. Our commitment to scholars does not center on money, influence, or politics.
6. As operators of high-quality public charter schools offering independent study, we stand united in offering high quality programs that exist to offer innovative and tested methods of instruction and self-paced learning. We have proof by our results that we are helping scholars to think, communicate, and achieve.
7. As operators of high-quality public charter schools offering independent study, we stand united in following the state law in the operation of resource centers and school sites.

Our commitment to excellence is unwavering and our focus on scholars is what motivates us to create, manage, and grow public charter schools within the space of independent study."

Description of Program

Compass is one of California's leading public charter schools serving scholars throughout the state in transitional kindergarten (TK), kindergarten (K), and grades one through twelve. We are a primarily virtual, personalized learning program. We recognize that, in education, one size does not fit all, and we have two great programs to serve scholars: the Online Learning Program and the Options Learning Program. Compass is designed and organized to serve scholars and families who have chosen a unique educational setting that can meet an individual scholar's needs.

A prospectus, including a description of the curriculum, along with titles, descriptions, and instructional aims of every course offered by Compass, is available for review upon request. Please note that, pursuant to law, Compass Charter Schools may charge for the prospectus in an amount not to exceed the cost of duplication.

Compass is proud to provide two rich, rigorous, and standards-based learning programs: **Online** and **Options**.

As a flex-based public charter independent study school, we utilize many digital tools and platforms. For example, parent workshops, clubs, and communication are conducted virtually, primarily on Zoom. These digital tools allow us to enhance our scholars' learning, as well as the relationships and communication we have with them and each other. While a virtual community is important to us, we also seek to build in-person communities with a variety of events, workshops, and field trips.

Enrollment Requirements

General Requirements

- Transitional Kindergarten scholars must be four years of age on or before September 1st in order to be admitted to transitional kindergarten at any time during that school year. Kindergarten scholars must be five years of age on or before September 1st in order to be admitted to kindergarten at any time during that school year. A scholar's age cannot exceed 19 years for initial enrollment unless the scholar has been continuously enrolled in school and making satisfactory progress toward graduation; if a scholar was not attending school at any time after their 19th birthday, they may not enroll with Compass.
- A scholar must have completed the Compass enrollment process, submitted the applicable compliance documents, and signed a Master Agreement prior to starting courses.
- A scholar may only be enrolled in Compass and not concurrently enrolled in another school, public or private (unless prior permission is given for a community college).

Immunization Requirements

Pursuant to the California Health and Safety Code and the California Code of Regulations, children must provide proof of having received required immunizations (shots) before they can attend school unless they meet the requirements for an exemption. Immunization records are required for all incoming scholars. Verification of immunizations will be completed with written medical records from the child's doctor or immunization clinic. To ensure a safe learning environment for all scholars, Compass Charter Schools follows and abides by the health standards set forth by the state of California. The immunization status of all scholars will be reviewed periodically. Those scholars who are not in compliance with the State guidelines must be excluded from classroom-based instruction until the requirements are met unless otherwise exempt. Scholars who have been exposed to a communicable disease for which they have not been immunized may be excluded from classroom-based instruction at the discretion of Compass Charter Schools.

These required immunizations include:

Child's Grade	List of shots required to attend school
TK/K-12 Admission	• Diphtheria, Tetanus, and Pertussis (DTaP) - Five doses • Polio - Four doses • Measles, Mumps, and Rubella (MMR) - Two doses • Hepatitis B (Hep B) - Three doses • Varicella (chickenpox) – Two doses **NOTE:** Four doses of DTaP are allowed if one was given on or after the fourth birthday. Three doses of DTaP meet the requirement if at least one dose of Tdap, DTaP, or DTP vaccine was given on or after the seventh birthday (also meets the 7th-12th grade Tdap requirement.) One or two doses of Td vaccine given on or after the seventh birthday count towards the requirement for DTaP. Three doses of Polio are allowed if one was given on or after the fourth birthday. MMR doses must be given on or after the first birthday. Two doses of measles, two doses of mumps, and one dose of rubella vaccine meet the requirement, separately or combined. Combination vaccines (e.g., MMRV) meet the requirements for individual component vaccines.
Entering 7th Grade	• Tetanus, reduced Diphtheria, and acellular Pertussis (Tdap) - One dose • Varicella (chickenpox) - Two doses **NOTE:** In order to begin 7th grade, scholars who had a valid personal belief exemption on file with a public or private elementary or secondary school in California before January 1, 2016 must meet all requirements listed for grades K-12 as well as requirements for 7th grade advancement (i.e., polio, MMR, chickenpox and primary series for diphtheria, tetanus, and pertussis). At least one dose of pertussis-containing vaccine is required on or after the 7th birthday.

Learning coaches are asked to provide proof of immunizations for scholars upon registration in order to maintain updated records. All scholars must be fully immunized in accordance with the California Health and Safety Code and the California Code of Regulations with the following exceptions:

1. Scholars who show proof of a medical exemption by a physician licensed to practice medicine in California pursuant to Health and Safety Code Section 120370.
    - Commencing January 1, 2021, the California Department of Public Health standardized medical exemption form shall be the only documentation of a medical exemption that the School shall accept.
    - On and after July 1, 2021, the School shall not unconditionally admit or readmit, or admit or advance any scholar to 7th grade, unless the scholar has been fully immunized or files a California Department of Public Health standardized medical exemption form as required by law.
    - Medical exemptions issued before January 1, 2020 will continue to remain valid until the child enrolls in the next grade span, defined below.
2. Scholars who are enrolled in a home-based private school or independent study program and do not receive any classroom-based instruction.
    - A scholar who has not received all of the required immunizations will not be eligible to attend classes at a Charter School resource center unless the scholar is otherwise exempt under #1.

If there is good cause to believe that a child has been exposed to a disease listed in subdivision (b) of Section 120335 and documentary proof of immunization status does not show proof of immunization against that disease, that child may be

temporarily excluded from classroom-based instruction until the local health officer is satisfied that the child is no longer at risk of developing or transmitting the disease.

Compass shall immediately admit a foster child, as defined in Education Code § 48853.5(a), and a homeless child, as defined in Section 11434a(2) of Title 42 of the United States Code, regardless of whether the foster or homeless child's immunization records are not available or are missing. However, this does not alter Compass's obligation to obtain immunization records for foster and homeless scholars or to ensure the full immunization of foster and homeless scholars as required by law.

This Policy does not prohibit a pupil who qualifies for an individualized education program (IEP), pursuant to federal law and Education Code Section 56026, from accessing any special education and related services required by the scholar's individualized education program.

Any scholar leaving the United States for a visit to any country considered by the Center of Disease Control and Prevention (CDC) to have an increased risk of TB exposure MUST call the County Tuberculosis Clinic for a TB Screening upon return.

A copy of the complete Immunization Policy is available upon request at the Central Office and on the School's website within the Board Policy Manual (Section 20).

Oral Health Exam Requirements

California law states scholars must have an oral health assessment by May 31 of their kindergarten year or, if the scholar was not previously enrolled in kindergarten in a public school, their first grade year. A California licensed dental professional operating within their scope of practice must perform the check-up and fill out our oral health assessment form. If your scholar had a dental check-up in the 12 months before they started school, ask your dentist to fill out the oral health assessment form required for enrollment. If you are unable to get a dental check-up for your scholar, a waiver is available upon request.

Residency Requirements

- In accordance with Education Code Section 51747.3, a scholar must reside within the county in which the specific Compass school of anticipated enrollment is authorized, or a contiguous county to the county in which the specific Compass school of anticipated enrollment is authorized. Falsifying residency or any documentation can lead to involuntary withdrawal from the program (EC § 47605(c)(5)(J)(iii))) or civil liability.
- In accordance with local board policy number 22, parents must provide two current proof of residency documents before the scholar is unconditionally enrolled.
- Any change of address information must be updated with the Records Department within five business days. The learning coach must complete the Change of Contact Information Form, which is located on Compass' website.
- A scholar on approved temporary out of county status will not be deemed to have lost California residency. Parents, guardians, or adult foster care caregivers must submit a temporary out of county form which is located on the Compass' website. This form must be submitted at least 10 days prior to the absence. This policy covers extended travel, including vacations, participation in competitions, or activities relating to the scholar's obligations outside of school. Please note travel outside of California may impact continued eligibility for enrollment if attendance, participation and/or completion of any of the following are not met:
    - Required state-mandated assessments
    - Course assignments
    - Special education and related services

Diabetes

Type 1 - Compass Charter Schools will provide an information sheet regarding type 1 diabetes to the parent or guardian of a scholar when the scholar is first enrolled in elementary school, pursuant to Education Code Section 49452.6. The information sheet shall include, but shall not be limited to, all of the following:

- A description of type 1 diabetes.
- A description of the risk factors and warning signs associated with type 1 diabetes.
- A recommendation that parents or guardians of scholars displaying warning signs associated with type 1 diabetes should immediately consult with the scholar's primary care provider to determine if immediate screening for type 1 diabetes is appropriate.
- A description of the screening process for type 1 diabetes and the implications of test results.
- A recommendation that, following a type 1 diagnosis, parents or guardians should consult with the scholar's primary care provider to develop an appropriate treatment plan, which may include consultation with and examination by a specialty care provider, including, but not limited to, a properly qualified endocrinologist.

A copy of the information sheet regarding type 1 diabetes is available at: www.cde.ca.gov/ls/he/hn/type1diabetes.asp. Please contact the Central Office if you have questions about, or need a copy of, this information sheet.

Type 2 - Compass Charter Schools will provide an information sheet regarding type 2 diabetes to the parent or guardian of incoming 7th grade scholars, pursuant to Education Code Section 49452.7. The information sheet shall include, but shall not be limited to, all of the following:

- A description of type 2 diabetes.
- A description of the risk factors and warning signs associated with type 2 diabetes.
- A recommendation that scholars displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes should be screened for type 2 diabetes.
- A description of treatments and prevention of methods of type 2 diabetes.
- A description of the different types of diabetes screening tests available.

A copy of the information sheet regarding type 2 diabetes is available at: cde.ca.gov/ls/he/hn/type2diabetes.asp. Please contact the Central Office if you have questions about, or need a copy of, this information sheet.

Physical Examinations and Right to Refuse

All pupils must complete a health screening examination on or before the 90th day after the pupil's entrance into first grade or such pupils must have obtained a waiver pursuant to Health and Safety Code Sections 124040 and 124085. This examination can be obtained from your family physician or possibly through the services provided by your County Health Department. Information and forms are distributed to scholars enrolled in kindergarten or a California public school for the first time. If your child's medical status changes, please provide the supervising teacher with a physician's written verification of the medical issue, especially if it impacts in any way your child's ability to perform schoolwork.

A parent/guardian having control or charge of any child enrolled in Compass may file annually with the Superintendent & CEO a written and signed statement stating that the parent/guardian will not consent to a physical examination of the child. Thereupon the child shall be exempt from any physical examination, but whenever there is a good reason to believe that the child is suffering from a recognized contagious or infectious disease, the child shall be sent home and shall not be permitted to return for classroom-based instruction until the school authorities are satisfied that any contagious or infectious disease does not exist.

Mental Health Services

Compass recognizes that unidentified and unaddressed mental and behavioral health challenges can lead to poor academic performance, increased likelihood of suspension and expulsion, chronic absenteeism, scholar attrition, homelessness, incarceration, and/or violence. Access to mental and behavioral health services at Compass and in our community is not only critical to improving the physical and emotional safety of scholars, but it also helps address barriers to learning and provides support so that all scholars can achieve success in school and life. The following resources are available to your scholar:

Available through Compass:

- **School-based counseling services:** Your scholar is encouraged to directly connect with their school counselor. Our team of school counselors are trained and qualified to provide education, prevention, intervention and referral services to scholars and their families. Each counselor works directly with scholars in various capacities to foster positive growth while also offering support to learning coaches with managing emotions, coping with crises, overcoming barriers to learning, as well as, providing relevant academic, college and career readiness, and social emotional development. Although our school counselors do not provide long-term mental and behavioral health therapy, we do provide a comprehensive school counseling program designed to meet the equitable needs of all scholars.

- The Children and Youth Behavioral Health Initiative (CYBHI) initiative presents an opportunity for Compass to obtain funding from insurance companies when providing mental and behavioral health services to our scholars by our licensed school providers (e.g., school counseling clinician (LPCC), school counselors (PPS), Director of Counseling Services). The initiative's purpose is to assist scholars in flourishing emotionally, socially, and academically, and offers support for issues such as stress, anxiety, depression, trauma, and various other emotional challenges. For more information about the program and participation options, see this Notice of School-Based Mental Health & Wellness Services.

  In order to receive funding from CYBHI, Compass will ask for scholar health insurance information and parental consent. Importantly, you will **not** be billed when you provide insurance information, and all services are provided at **no cost to families**. Additionally, the mental and behavioral support your scholar receives at school does **not go** on scholars' permanent school or medical records

  Compass' school mental health professionals partner with TadHealth, a leader in school-based mental health platforms, to manage this process as our confidential Electronic Health Record System (EHR). TadHealth manages the behavioral and mental health services by our providers through a secure Electronic Health Record (EHR) system. Families will receive a unique, personalized link from the school to safely provide health insurance information and consent directly within the TadHealth portal. If you have any questions or are unable to access the link, please email tadhealth@compasscharters.org.

- **Care Solace** is a care coordination service to help scholars, staff, and families find mental health and substance use treatment matched to their needs. Care Solace's multilingual and culturally sensitive Care Companion™ team is available 24/7/365 to quickly connect individuals to community providers regardless of need.

  Students, Staff & Families Can Access Care Solace Services by calling (888) 515-0595 or at https://www.caresolace.com/ccs. A dedicated Care Companion™ will help research treatment options matched to their needs, secure appointments, and follow up to ensure satisfaction with the provider and treatment.

  You can also contact your school counselor for support and a "warm hand-off" referral to a Care Companion™.

Available in the Community:

- **Community resources** are listed on the school website under Counseling Services and can be located on the Counseling Virtual Office page.

Available Nationally:

- **National Suicide Prevention Hotline:** This organization provides confidential support for adults and youth in distress, including prevention and crisis resources. Call, text or chat 988. Services are available 24 hours.
- **Crisis Text Line:** Text HOME to 741741- Crisis Text Line fields messages about suicidal thoughts, abuse, sexual assault, depression, anxiety, bullying and more.
- **The Trevor Project:** This organization provides suicide prevention and crisis intervention for LGBTQ youth between the ages of 13 and 24. Available at (866) 488-7386 or visit thetrevorproject.org.
- **Big Brothers/Big Sisters of America:** This organization is a community- based mentorship program. Community-specific program information can be found online at www.bbbs.org or by calling (813) 720-8778.

Human Trafficking Prevention

California has the highest number of incidents of human trafficking in the U.S. and all scholars may be vulnerable. Compass believes it is a priority to inform our scholars about (1) the prevalence, nature of and strategies to reduce the risk of human trafficking, techniques to set healthy boundaries, and how to safely seek assistance, and (2) how social media and mobile device applications are used for human trafficking.

In accordance with the California Healthy Youth Act, Compass will provide age-appropriate instruction on the prevention of human trafficking, including sexual abuse, assault, and harassment. You have the right to excuse your child from all or part of the instruction on the prevention of human trafficking. If you choose to opt out your child from all or part of the instruction, send an email to your scholar's supervising teacher stating so. Your consent for this instruction is NOT required. If we do not receive a written request to excuse your child, your child will be included in the instruction.

Information and materials for parents/guardians about the curriculum and resources on prevention of human trafficking and abuse, including sexual abuse, assault, and harassment are available on Compass's website for your review.

Synthetic Drugs/Fentanyl Dangers

AB 889 added Education Code section 48985.5 requires a charter school to annually inform parents or guardians of the dangers associated with using synthetic drugs at the beginning of the first semester or quarter of the regular term.

According to the California Department of Public Health: Brightly-colored fentanyl (referred to as rainbow fentanyl) has been identified as a new trend according to the United States (U.S.) Drug Enforcement Agency (DEA) [1].

Rainbow fentanyl can be found in many forms, including pills, powder, and blocks that can resemble sidewalk chalk or candy. Any pill (regardless of its color, shape, or size) that does not come from a health care provider or pharmacist can contain fentanyl and can be deadly. Fentanyl is 80-100 times more potent than morphine and 40-50 times more potent than heroin and, as a result, is a major cause of overdose for unsuspecting individuals [2].

Drug traffickers have turned smartphones into a one-stop shop to market, sell, buy, and deliver deadly, fake prescription pills and other dangerous drugs. Drug traffickers advertise on social media platforms like Facebook, Instagram, Snapchat,

TikTok, Twitter and YouTube, usually in disappearing, 24-hour stories and in posts, which are promptly posted and removed. Posts and stories, often accompanied by known code words and emojis designed to evade detection by law enforcement and preset algorithms, are used to market and sell illicit and deadly drugs including fentanyl on social media. Using direct messaging or by commenting on a post, drug traffickers and potential buyers often move to an encrypted communications app like WhatsApp, Signal, and Telegram to arrange drug deals with prospective buyers, and then payment is made with a one-click app like Venmo, Zelle, Cash App, or Remitly. [4] People who do illegal drugs in this manner, especially fentanyl have an highly increased risk of death.

What you can do:

- Stay vigilant and aware of the drug trafficking threats on smartphone apps.
- Know the dangers of counterfeit pills: their accessibility, availability and increasing lethality.
- Share the message that One Pill Can Kill.
- Visit DEA.Gov/onepill to learn more. [4]

According to the California Department of Public Health (CDPH) California Overdose Surveillance Dashboard [3]:

- Emergency department visits related to non-fatal opioid overdoses in California's youth ages 10-19 years more than tripled from 2018 (379 total) to 2020 (1,222 total).
- Opioid-related overdose deaths in California's youth ages 10-19 years increased from 2018 (54 total) to 2020 (274 total), marking a 407 percent increase over two years, largely driven by fentanyl.
- Fentanyl-related overdose deaths in California's youth ages 10-19 years increased from 2018 (36 total) to 2020 (261 total), a 625 percent increase.

For more information, reach out to your counselor or explore these resources:

- California Department of Public Health Overdose Prevention Initiative
- What every parent and caregiver needs to know about fake pills
- One Pill Can Kill

Cited:

[1] Drug Enforcement Agency. DEA Warns of Brightly-Colored Fentanyl Used to Target Young Americans. DEA Warns of Brightly-Colored Fentanyl Used to Target Young Americans (Last Updated: August 2022)
[2] CDPH. What is Fentanyl? https://www.cdph.ca.gov/Programs/CCDPHP/sapb/Pages/Fentanyl.aspx (Last Updated: August 2022)
[3] CDPH. California Overdose Surveillance Dashboard https://skylab.cdph.ca.gov/ODdash/ (Last Updated: July 2022)
[4] www.dea.gov/sites/default/files/2022-03/20220208-DEA_Social%20Media%20Drug%20Trafficking%20Threat%20Overview.pdf

Tobacco-Free Schools

Ample research has demonstrated the health hazards associated with the use of tobacco products, including smoking and the breathing of secondhand smoke. Compass Charter Schools provides instructional programs designed to discourage scholars from using tobacco products. Compass Charter School's Governing Board recognizes that smoking and other uses of tobacco and nicotine products constitute a serious public health hazard and are inconsistent with the goals of Compass to provide a healthy environment for scholars and staff.

In the best interest of scholars, employees, and the general public, the Board therefore prohibits the use of tobacco products at all times on Charter School property and in Charter School vehicles. This prohibition applies to all employees, scholars, visitors, and other persons at school or at a school-sponsored activity or athletic event. It applies to any meeting on any property owned, leased, or rented by or from Compass.

Smoking or use of any tobacco-related product or disposal of any tobacco-related waste is prohibited within 25 feet of any playground, except on a public sidewalk located within 25 feet of the playground. Smoking or use of any tobacco-related product is also prohibited within 250 feet of the youth sports event in the same park or facility where a youth sports event is taking place. In addition, any form of intimidation, threat, or retaliation against a person for attempting to enforce this policy is prohibited.

The Superintendent & CEO or designee shall inform scholars, parents/guardians, employees, and the public about this policy. All individuals on Charter School premises share in the responsibility of adhering to this policy. Additionally, Compass will post signs stating "Tobacco use is prohibited" prominently at all entrances to school property. A copy of the complete Policy is available upon request at the Central Office and on the School's website within the Board Policy Manual.

Surveys About Personal Beliefs

Unless you, the parent or guardian, give written permission, your child will not be given any test, questionnaire, survey, or examination containing any questions about your child's, or their parents' or guardians' personal beliefs or practices in sex, family life, morality, or religion.

Free and Reduced-Price Meals

Pursuant to California Law, Compass shall provide two nutritionally adequate meals to each scholar who requests a meal without consideration of the scholar's eligibility for federally funded free or reduced-price meals with a maximum of one free meal per meal service (breakfast and lunch) each school day on which the scholar is scheduled for two or more hours of educational activities at a school site, resource center, meeting space or other satellite facility operated by Compass. Alternative income forms (family income survey) are included during enrollment through the School Pathways Parent Portal. All families are encouraged to complete the application form, to include as many eligible scholars as possible.

Compass Charter Schools also maintains a School Wellness Policy pursuant to state and federal requirements. A copy of the complete Policy is available upon request at the main office and on the school website in the Compass Board Policy Manual.

Income and Household Size Survey

Public schools may qualify for several federal and state grants based on annual population demographics. By completing this annual survey, families can help Compass Charter Schools obtain additional resources necessary to serve all scholars. Generally, schools with families that have eligible incomes based on the free and reduced lunch qualifiers may support these additional grants. Please note, funding determinations are based upon the total number of scholars that qualify. The information submitted in this survey is a confidential educational record and therefore protected by all relevant federal and state privacy laws that pertain to educational records including, without limitation, the Family Educational Rights and Privacy Act of 1974 (FERPA), as amended (20 U.S.C. Â§ 1232g; 34 CFR Part 99); Title 2, Division 4, Part 27, Chapter 6.5 of the California Education Code, beginning at Section 49060 et seq.; the California Information Practices Act (California Civil Code Section 1798 et seq.) and Article 1, Section 1 of the California Constitution.

School Safety Plan

Compass Charter Schools has established a Comprehensive School Safety Plan. The Plan is available upon request at the Central Office and on the school website within the Compass Board Policy Manual.

Pregnant and Parenting Scholars

Compass Charter Schools recognizes that pregnant and parenting scholars are entitled to accommodations that provide them with the opportunity to succeed academically while protecting their health and the health of their children. A pregnant or parenting pupil is entitled to eight (8) weeks of parental leave, or more if deemed medically necessary by the scholar's physician, which the scholar may take before the birth of the scholar's infant if there is a medical necessity and after childbirth during the school year in which the birth takes place, inclusive of any mandatory summer instruction, in order to protect the health of the scholar who gives or expects to give birth and the infant, and to allow the pregnant or parenting scholar to care for and bond with the infant. Compass Charter Schools will ensure that absences from the scholar's regular school program are excused until the scholar is able to return to the regular school program or an alternative school program.

Upon return to school after taking parental leave, a pregnant or parenting scholar will be able to make up work missed during their leave, including, but not limited to, makeup work plans and re-enrollment in courses. Notwithstanding any other law, a pregnant or parenting scholar may remain enrolled for a fifth year of instruction in Compass Charter Schools if it is necessary in order for the scholar to be able to complete any graduation requirements, unless Compass determines that the scholar is reasonably able to complete the graduation requirements in time to graduate from high school by the end of the scholar's fourth year of high school.

Complaints of noncompliance with laws relating to pregnant or parenting scholars may be filed under the Uniform Complaint Procedures ("UCP") of Compass Charter Schools. The complaint may be filed in writing with the compliance officer:

Elizabeth Brenner | Superintendent & CEO
850 Hampshire Road, Suite R | Thousand Oaks, California 91361 | (818) 824-6233 | ebrenner@compasscharters.org

A copy of the UCP is available upon request at the Central Office and on the school website within the Compass Board Policy Manual. For further information on any part of the complaint procedures, including filing a complaint or requesting a copy of the complaint procedures, please contact the Superintendent & CEO.

Master Agreement

To attend Compass, each scholar, learning coach (parent/legal guardian), special education case manager (if applicable), and supervising teacher shall sign a Master Agreement (MA) **prior to the first day** of courses each school year. This is a legal document and must be signed, dated, and returned to Compass. No scholar or learning coach will have access to the curriculum until the MA is signed and returned. Master Agreements must be signed within two business days of receipt. The signed MA is the agreement that the scholar and learning coach sign to demonstrate their intention to continue enrollment in Compass. All scholars enrolled in Compass must sign a new Master Agreement each school year and/or if a scholar withdraws and returns within the same school year.

An addendum must be submitted if changes are made in courses, supervising teacher, special education case manager, grade level, program change or addition/ change to a scholar's SSID number during the school year. This document also requires that each scholar, Parent/Legal Guardian, special education case manager (if applicable), and supervising teacher sign, thus approving the changes. An updated MA must be submitted if changes occur to the scholar's physical address that results in an interdistrict school transfer.

The Master Agreement and Acknowledgment of Responsibilities must be signed by all parties as written. Conditions, exemptions, markings, notes, and additions are not permitted.

Teacher Qualification Information

As Compass Charter Schools receives Title I federal funds through the Elementary and Secondary Education Act (ESEA), as reauthorized and amended by the Every Student Succeeds Act (ESSA), all parents or guardians may request information regarding the professional qualifications of supervising teachers and/or paraprofessionals, including at a minimum:

1. Whether the scholar's teacher:
    a. Has met State qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction;
    b. Is teaching under emergency or other provisional status through which State qualification or licensing criteria have been waived; and
    c. Is teaching in the field of discipline of the certification of the teacher; and
2. Whether the child is provided services by paraprofessionals and, if so, their qualifications.

Upon request, Compass Charter Schools will provide the information to the parents/guardians in a timely manner. Contact the Superintendent & CEO at (855) 937-4227 or info@compasscharters.org to obtain this information.

Internet Service

Participation in Compass requires reliable internet access. As a virtual school, scholars and their learning coaches use the Internet to participate in and access school services, including: instruction, support, instructional materials, communication with teachers and staff, logging attendance, submitting assignments, and assessments. Families struggling to secure internet services should contact the IT team to learn about their options and resources available to them. Learning coaches who wish to request Internet service reimbursement will need to fill out the appropriate forms and email them to our IT Department. Alternatively, a learning coach may opt to independently purchase an Internet connection.

Internet Safety Policy

It is the policy of Compass to: (a) prevent user access over its computer network to, or transmission of, inappropriate material via Internet, electronic mail, or other forms of direct electronic communications; (b) prevent unauthorized access and other unlawful online activity; (c) prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors; and (d) comply with the Children's Internet Protection Act [Pub. L. No. 106-554 and 47 USC 254(h)]. The Compass Internet Safety Policy is available on the school website or at the Central Office within the Compass Board Policy Manual.

As part of our ongoing efforts to keep scholars safe online and to enforce our Residency Policy, the Compass IT team manages and oversees the use of scholar accounts and associated internet activity. However, no management system is 100% effective. If you come across any suspicious behavior, emails, media, or other communications while using any school issued account, please alert your teacher and/or the Compass IT team immediately at ITteam@compasscharters.org.

Please read the Technology Acceptable Use Policy (Board Policy # 37, and at end of handbook) for more information.

Incoming Scholar Grade Level Placement Policy

A scholar's grade level is determined upon initial enrollment and is written on the Master Agreement.

TK - 8th Grade

- Incoming scholars will be placed at their age-appropriate grade level, not below or above grade level, unless the previous school has officially approved a retention or promotion (official documentation from the school is required).
- For incoming scholars, if the grade level placement the learning coach desires differs from that indicated in the prospective assignment, the situation must be discussed with the Program Director prior to making the change on the Master Agreement. The Director will make a recommendation for the Superintendent & CEO or designee who shall make the final decision.
- Per California Education Code sections 46300 and 48011, a scholar of kindergarten age who is enrolling in TK must complete the Kindergarten Continuance form. Per our incoming grade-level placement policy, this parent/guardian request would need approval from the Program Director.

Middle School (6th-8th Grade)

An incoming 6-8th grade scholar must provide the most recent report card and current progress report, if enrolling during the school year, in order to determine appropriate placement. Failure to do so does not delay enrollment, but will delay the appropriate placement of the scholar into courses. If a scholar has not attended school for an entire academic year or more, appropriate placement will be reviewed by the Program Director and Director of Counseling Services. Scholars may be required to take assessments to determine appropriate placement.

High School (9th-12th Grade)

An incoming 9-12th grade scholar must provide official transcripts, the most recent report card, and current progress report, if enrolling during the school year, in order to determine appropriate placement. Failure to do so does not delay enrollment, but will delay the appropriate placement of the scholar into courses.

Upon enrollment, high school scholars will be placed into courses according to the credits the scholar has earned at previous schools and takes into account appropriate course level sequencing in order to meet graduation requirements.

Policy on Promotion and Retention

Promotion to the next grade level upon completion of the school year is dependent upon the grades earned. Scholars must pass a minimal number of core curriculum courses (i.e. mathematics, science, social science, and language arts) and successfully complete any prescribed school year academic instructional support programs. Scholars who are at risk of retention will be provided with programs of supplemental instruction during the school year. Scholars who do not make satisfactory progress each year are at risk of being retained.

If a parent/guardian is initiating a request for a retention consultation, or a promotion to "skip" a grade level, such a request must be made in writing to the scholar's supervising teacher and Program Director. This request may result in a Promotion/Retention Team meeting to review this request and implement a plan to determine viable next steps for a decision to be made regarding the request for promotion or retention. Compass Charter Schools is not obligated to accept a request for retention or promotion and holds the right to make the best decision based on evidence and data captured through this process.

Requests for promotion to "skip" a grade level will be considered for scholars enrolled at Compass for at least one full year and in Grade 3 or above. 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.

The complete Promotion and Retention Policy is available at the Central Office or on the school website within the Compass Board Policy Manual.

Benchmark Testing

All scholars will be required to take a benchmark assessment in math and reading in order to determine a baseline of proficiency levels at the beginning of the school year. They will be assessed again in December, prior to winter break, and at the end of the school year. Pursuant to Compass's Independent Study Board Policy, scholars are required to participate in benchmark assessments, as detailed in the Master Agreement, in order to determine satisfactory educational progress. If a scholar fails to or declines to participate in benchmark assessments, this will trigger Compass to conduct an evaluation to determine whether it is in the best interests of the scholar to remain in independent study. If the scholar has not attended school for an entire academic year or more, appropriate placement will be reviewed by the Director of Counseling Services, Program Coordinator, and Program Director. Scholars may be required to take additional assessments to determine appropriate placement. Scholars who enroll after the school year has begun will complete the initial benchmark assessment within three weeks of enrollment.

Scholar Expectations

- Conduct oneself in a respectful, responsible, and safe manner in all Compass interactions and communications, including but not limited to in-person and virtual functions.
- Attend, at minimum, one virtual meeting with my supervising teacher per learning period, with my camera on and as required for some school activities.
- Attend all scheduled live, real-time virtual classroom synchronous sessions.
- Participate in all scheduled meetings prepared to discuss learning and academic progress.
- Request support from my supervising teacher, education specialist (if applicable), school counselor (if applicable), and tutors (if applicable), as needed.
- Attend all applicable support sessions if applicable (e.g. designated English Language Development tutoring for English learners, MTSS intervention tutoring, counseling sessions, and Special Education services).
- Scholars taking high school courses that qualify for "a-g" requirements will engage in at least one hour per

week per high school subject of interactive instruction and/or academic tutoring/advising.

- Use only Compass-assigned school email address and accounts—as well as devices, when provided and available—for all school-related activities.
- Upload a body of work and assignments to the appropriate platform for teacher evaluation.
- At a minimum, work approximately one (1) hour per subject or up to six (6) hours per day. The amount of time a scholar spends per subject will vary based on individual scholar strengths.
- Submit assignments aligned to assigned standard(s) weekly, and/or by due dates assigned by the ST. In addition, scholars will turn in any and all requested in-progress and/or fully completed assignments, if requested, within three (3) days of request.
- Do your own work. Do not plagiarize. When appropriate, cite the use of Artificial Intelligence (AI) contributions. Do not claim work generated by AI as your own. All scholars are required to be aware of and avoid Academic Dishonesty and Plagiarism, as described in the Academic Integrity and Plagiarism section of this handbook.
- Be an active and engaged learner. Create a daily schedule to ensure all assigned work is completed. Complete work every school day and adhere to the attendance policy.
- Proactively communicate with teachers, counselors, and administration as needed. Respond to all communication within 24 hours.
- If technical difficulties arise with Compass-issued computers, contact the IT Department immediately to resolve the issue.
- When a scholar participates in extracurricular activities, the scholar is expected to maintain coursework and submit assignments on time.
- Notify the Records Department within five business days if there is a change of address, phone or email.
- Be respectful and follow the Compass ARTIC values in all interactions with fellow scholars, learning coaches, faculty, and staff.
- Participate in the required internal benchmark assessments, social-emotional learning (SEL) screener, K-2 Reading Difficulties Risk Screener, and all state testing, e.g. CAASPP, and the Physical Fitness Test (PFT), if applicable, and with camera on when required.
- CA Ed Code § 51225.7 requires each 12th grade scholar's completion and submission of a FAFSA or CADAA unless the scholar is determined to be exempt or an opt-out form is completed by a legally emancipated scholar, a scholar who is 18 years or older, a legal guardian, or parent, or a local educational agency on a scholar's behalf. Notify the College Career Readiness Counselor to request an opt-out form.

Learning Coach Responsibilities

- Conduct oneself in a respectful, responsible, and safe manner in all Compass interactions and communications, including but not limited to in-person and virtual functions.
- Facilitate learning and monitor scholar progress in all subjects/courses outlined in the Master Agreement.
- Communicate with scholar's supervising teacher, education specialist (if applicable), school counselor (if applicable), and tutors (if applicable) in a timely and effective way.
- Initiate conversations about progress before there is an issue.
- Attend all requested meetings, including but not limited to, required virtual connection meetings with Compass staff and prepared to discuss scholar's learning and academic progress.
- Request support from scholar's supervising teacher, education specialist (if applicable), school counselor (if applicable), and tutors (if applicable), as necessary.
- Communicate regularly and timely with all school staff when requested.
- Be respectful and follow the Compass ARTIC values in all interactions with other learning coaches, Compass staff, and our providers; ensure your scholar is respectful and follows Compass ARTIC values in all interactions with other scholars, Compass staff, and providers.

- Do not use harassing or threatening language or profanity in any communications with Compass staff including posting on official school social media platforms.
- Complete Activity Logs daily and sign at the end of the learning period.
- Check email and phone messages daily (including any automated messages about scholar attendance and/or progress) for all Compass communication, including Monday Morning Updates, Parent Square messages, and the quarterly newsletters; respond promptly if a response is required.
- Ensure scholar completes all required school assessments, within the timeline, including the following: Alternate Local Assessment, benchmark assessments, and course assessments (as applicable).
- Ensure scholar completes all applicable state level assessments, which include: CAASPP, CAA, CAST, PFT, and ELPAC.
- Maintain reliable contact information on record at the school. Inform the Records Department within five business days of any changes to contact information, including phone, email, or address. Scholars must reside within counties Compass is legally authorized to serve (CA Ed Code § 51747.3). Falsifying residency or any documentation can lead to involuntary withdrawal from the program (EC § 47605(c)(5)(J)(iii))) or civil liability.
- Ensure scholar submits assignments aligned to assigned standard(s) weekly, and/or by due dates assigned by the ST. If requested, turn in any and all requested in-progress and/or fully completed assignments within three (3) days of request.
- Notify school staff of any temporary family travel, except during normal school vacations and holidays, at least 10 days prior to departure and follow Compass' residency policy.
- Create a home environment that is conducive to learning. This includes a regular schedule, eliminating distractions, and being a guiding presence in your scholar's daily school life by preparing for learning. Encourage and help the scholar to be actively involved in the learning process.
- Ensure that selection of curriculum is limited to that which is Compass approved and in alignment with the courses indicated in the Master Agreement
- Ensure the scholar works daily, Monday through Friday, for sufficient time to ensure success. Establish daily and weekly goals by creating a consistent schedule. Setting, reaching, and then celebrating those goals can motivate scholars toward success.
- Support your scholar to attend synchronous learning sessions, all support sessions, special education services, and open office hours as requested by Compass staff. Become familiar with the Compass grading system and grade level standards expectations, making sure to provide a sufficient body of work to the ST to determine progress and final grades.
- Work in partnership with the ST and counselor to support the scholar.
- Ensure Scholar exclusively uses only their Compass-assigned school email address and accounts—as well as devices, when provided and available to them—for all school-related activities.
- Monitor scholar's online activities and use of web services, as securities and protections built into Compass devices and digital systems are not guaranteed to work flawlessly.
- Ensure school property is treated with respect and used for appropriate educational purposes.
- Support the scholar's participation in benchmark assessments, our SEL screener, K-2 Reading Difficulties Risk Screener, and state testing.
- Scholars in grade 12 will be deemed a Cal Grant applicant with the California Student Aid Commission (CA Ed Code § 69432.9). Compass will submit grade point averages to the Commission by October 1st of the scholar's 12th grade year. Parents of scholars under 18 years of age, or scholars age 18 and older, who would like to opt-out must send written notification to the Records Department prior to February 1st of the scholar's 11th grade year.

Virtual Classroom and Session Expectations

Compass Charter Schools will follow discipline procedures, including suspension and expulsion procedures, in accordance with its charter and policies pertinent to violations of any of the following expectations. Virtual classroom and session expectation include:

- Login using Compass-issued email address for virtual sessions held via Zoom.
- Respect opinions and privacy of others during web-based discussions.
- Refrain from posting anonymous messages unless authorized by the teacher.
- Use only your own username and password, and do not share these with anyone.
- Do not post personal information including: Phone number, YouTube, Facebook, etc.
- Do not download, transmit, or post material that is intended for personal gain or profit.
- Do not post material that is obscene or defamatory or which is intended to annoy, harass, or intimidate another person. This includes distributing “spam” mail, chain email, viruses, or other intentionally destructive content.
- Do not distract other scholars via chat, web, or drawing features.
- Do not upload or post any software on Compass instructional computing resources that are not specifically required for your assignments and approved by your teacher.
- Do not post any audio, video, or other non-instructional files to any Compass server.
- Avoid using sarcasm, jargon, slang, and never use derogatory or foul language. Cyberbullying of any kind will not be tolerated.
- Limit use of communications expressed in all capital letters, as this can be considered yelling.
- Do not broadcast online discussions, and never reveal other people's email addresses.

A copy of the Compass full Suspension and Expulsion Policy is available on the school website or at the Central Office, as well as within this handbook.

Attendance

Attendance is important for the success of a scholar. If a scholar does not attend school, then a scholar cannot succeed in their courses. Attendance at an independent study school looks very different than that at a brick and mortar school.

Independent Study attendance credit is based upon the scholar’s daily engagement in instructional activities required by the school (assignments) on days that school is in session (Monday through Friday, non-holidays) and further determined based upon the time value of the scholar’s body of work, judged at the discretion of the supervising credentialed teacher. A copy of Compass Charter School’s full Independent Study Policy is available on the School website within the Compass Board Policy Manual or at the Central Office.

Activity Logs

The learning coach and scholar must ensure that activity logs are accurate, marking activity each day that their scholar completed work. Activities may include virtual courses, outside courses, courses at learning centers, lessons at home, field trips, etc. This log is a mandatory requirement and must be updated daily and signed by the Learning Coach or authorized contact at the end of each Learning Period. Connection meetings also validate activity logs. Blanks on the activity log from lack of educational activity for the day or from lack of connections with the ST are considered absences. All absences are unexcused.

Assigned Work Requirements

For attendance credit to be given and to monitor scholars' academic progress, scholars must complete and submit all assignments aligned to the assigned standard(s) weekly, and/or by the due dates as assigned by the ST. Work is assigned at the beginning of each learning period by the ST, and the completed work is due by the teacher's due date. In Online Accelerate Education courses, this assigned work is outlined within the course activities.

If the ST requires further or alternate assignments as part of the body of work to determine attendance or grades, those must be provided within three days of the request.

Teachers will give scholars due dates, the quantity, and descriptions of the body of work that should be submitted in accordance with the Independent Study Board Policy.

It is essential that the body of work is submitted on time. Failure to do so can result in academic or disciplinary sanctions, including truancy.

Assignment Guidelines

All grades: I will submit assignments aligned to assigned standard(s) weekly, and/or by due dates assigned by the ST. In addition, I will turn in any and all requested in-progress and/or fully completed assignments, if requested, within three (3) days of request.

Assignment criteria may include but are not limited to:

- Be from board approved curriculum at the scholar's grade level in accordance with /Master Agreement courses
- Be representative of the scholar's independent own work and abilities
- Be neat and legible
- Include the scholar's name on the page
- Not contain any religious teaching or references
- (For Math) Show problems worked out or explained in detail by the scholar
- NOT be multiple choice worksheets
- Be scored and/or have written evaluative comments by the learning coach (parent)
- For photos or Videos:
  a. Be clear with sufficient light
  b. Include the scholar with the project or work
  c. Demonstrate the learning
  d. Have a clearly written summary of the learning. (Use several photos if needed.)

Acceptable Assignments:

- Written assignment
- Slides or Powerpoint presentation
- Written work, essay, or test
- Completed project with a brief summary of learning
- Video* of lessons or activities that demonstrate learning
- Summary of educational field trip or excursion
- Photo and explanation of a science experiment
- Video* or audio of the scholar reading aloud or to a sibling or parent
- Video* of a scholar giving a speech
- Video* or audio of the scholar explaining a recently learned concept

*For video or audio submissions, please include a brief description of the topic covered and the activity.Connection Meetings

Learning coaches and scholars will attend scheduled connection meetings each month with the ST. During connection meetings, scholar work and progress will be reviewed. Scholars will showcase their learning during the connection meeting through presenting assignments that highlight academic progress. Goals that ensure scholar success will also be created and reviewed during connection meetings. Further, the ST will review and assign work to be completed during the following learning period.

Although connections can certainly be made more often and by other means as needed, scholars and learning coaches (parents) must connect with the ST by a live video connection (e.g. Zoom) no less than once per every twenty-seven school days. The learning coach (parent(s)), scholar, and ST should decide on and set the connection meeting dates for the year and keep that schedule.

The following are key components of learning period connections and constitute “assignments”:

- Live communication/required meetings
- Body of work scholar showcase
- Daily Activity Logs completed and signed at the end of each learning period

Teachers are available to meet with learning coaches and scholars in addition to these formal connection meetings by request.

Homeroom Instruction

Opportunities for synchronous instruction and daily live interaction shall be made available to scholars in accordance with the Independent Study Board Policy. Supervising teachers will be providing homeroom instruction for their roster scholars to participate in grouped, synchronous instruction daily for TK-3rd grades and weekly for grades 4-12. In addition, scholars in the Online Learning Program will attend learning labs to provide direct instruction that coincides with scholar asynchronous learning and scholar need.

Missed Assignments/Truancy

If the ST determines that satisfactory educational progress is not being made, the ST shall notify the scholar and learning coach and conduct an evaluation pursuant to the Independent Study Policy to determine whether it is in the best interest of the scholar to remain in the program.

For scholars in all grade levels and programs offered by Compass Charter Schools, the maximum length of time that may elapse between the time an assignment is made and the date by which the pupil must complete the assigned work shall be twenty-seven school days.

In order for attendance credit to be given, at the start of each learning period, the teacher will assign the scholar work to be completed. The assigning and completion of these assignments will be indicated on the Assignment Work Record and the ST will evaluate the time value and work submitted in order to give attendance credit at the end of the LP.

State Standardized Testing

Per the CDE, “Charter schools are required to participate in the California Assessment of Student Performance and Progress (CAASPP), and scholars in applicable grades will participate therein, unless exempted as provided by law.”

As attendees of a public charter school, our scholars participate in the following state standardized tests:

- Grades 5, 8, 10, or 11: California Science Test (CAST).
  Grade 12 scholars will take the CAST if they have not previously taken it.
- Grades 3-8, and 11: SBAC (California Assessment of Student Performance and Progress (CAASPP) in ELA & math.
- Grade 5, 7, 9 - Physical Fitness Test (PFT)
- English Language Learners: English Language Proficiency Assessments for California (ELPAC)

These examinations provide Compass with information for evaluation and future planning. These exams also indicate Compass’ effectiveness in carrying out its educational mission. Participation rates are critical to the success of our school. According to recent changes promulgated by the Every Student Succeeds Act (ESSA), signed into law in December 2015, a

public school is required to achieve a participation rate of 95% on any state testing. If a school has less than 95% of its scholars participate in any assessment, the school receives a serious penalty by the state of California or federal government. The state of California has changed how it calculates the academic indicator for schools on the California Dashboard. California is now required to apply a penalty to the calculation of the Academic Indicator for any school that does not reach that 95% requirement. The state will assign the Lowest Obtainable Scale Score (LOSS) to each scholar needed to bring the participation rate of the school, district, and/or student group to 95%. This is akin to assigning a score of zero to each scholar who doesn't take the CAASPP. Please note, though, that scholars who did not test will NOT receive a LOSS on their individual California Assessment of Student Performance and Progress (CAASPP) student score reports - this impacts the school as a whole, not the individual scholar or the CAASPP Student Score Data File. Our state test scores are shared with our authorizing school districts that, under recent legislation, have the ability to deny the renewal of a charter school without further intervention. If a charter school's state test participation rate is low, the authorizer may be more likely to decline charter renewal.

Compass administers all state standardized assessments at sites geographically placed among our scholar locations or remotely, California Department of Education (CDE) permitting. An assessment schedule will be provided to our learning coaches. Individual scholar performance results on statewide assessments will be shared with scholars, Learning Coaches and STs. In addition, overall schoolwide performance data is reported to the California Department of Education for accountability purposes and is reflected on the California School Dashboard.

CAASPP results are used in California to measure student proficiency in ELA, mathematics, and science against state standards, guiding instruction and identifying learning gaps. They inform teacher instruction, provide scholar progress reports to parents, may determine 11th-grade college readiness (EAP) for CSU/community college placement, and drive school-level decisions through the California School Dashboard.

Individual Student Assessment: Reports help parents and teachers track progress across grades and understand strengths/weaknesses in reading, writing, and math.

College and Career Readiness: 11th-grade Smarter Balanced results may act as an early indicator for college readiness (EAP), allowing students to be exempted from placement tests at California State Universities (CSU) and some community colleges.

School Funding and Accountability: Results are used to develop Local Control and Accountability Plans (LCAPs) and are reported on the California School Dashboard to showcase school performance.

Alternative Assessment: For scholars with significant cognitive disabilities, California Alternate Assessments (CAAs) track progress toward proficiency in adapted content.

Diagnostic Tools: Results can indicate the need for targeted intervention strategies.

Assessment information is also available on the CDE website at www.cde.ca.gov/ta. Notwithstanding any other provision of law, pursuant to California Education Code Section 60615, a Learning Coach's written request to Compass officials to excuse their scholar from any or all parts of the CAASPP assessments, including CAST, shall be granted.

Universal Screeners

Universal Reading Difficulties Screener: Amira Learning (Grades K-2)

In accordance with California Department of Education requirements and California Education Code Sections 53008 and 53008.5, the school administers a Reading Difficulties Risk Screener to all scholars enrolled in kindergarten through grade two. Our school uses Amira Learning as the state-approved screening and progress-monitoring tool.

Screening Requirements

- All K–2 scholars are screened **within 45 calendar days of enrollment** and **at least once annually**.
- New scholars enrolling during the school year must complete the Amira screener in addition to their initial academic assessments.
- Screening is used to identify scholars who may be at risk for reading difficulties, including characteristics of dyslexia.

Screening results are used to inform instruction, guide appropriate interventions, and support ongoing progress monitoring; they do not constitute a medical or educational diagnosis. Families will be notified if results indicate a potential risk for reading difficulties and may be offered additional instructional supports or interventions.

Parents and guardians may choose to opt out of the Reading Difficulties Risk Screener by completing the school's opt-out form, as permitted by state law. Opting out does not eliminate the school's responsibility to provide appropriate instructional support based on other available data.

Amira may also be used throughout the school year as a progress monitoring tool to measure growth and evaluate the effectiveness of instruction.

The Social, Academic, and Emotional Behavior Risk Screener (SAEBRS)

Overview

SAEBRS is a brief, norm-referenced social-emotional behavior assessment that screens all scholars to identify behavioral risk and strengths related to resiliency and wellbeing for scholars in grades K-12.

Frequency of Assessment

To ensure scholars receive timely support, the SAEBRS is administered two times per year (Fall and Spring). These check-ins allow the school to monitor trends and adjust support systems to meet scholar needs.

Tests Proctored by Agencies Other Than Compass

Advanced Placement (AP)

Advance Placement (AP) is a program offering college-level curricula and examinations to high school scholars. American colleges and universities often grant placement and course credit to scholars who obtain high scores (typically scores of 3 or better) on the examinations. The AP curriculum for each of the various subjects is created for the College Board by a panel of experts and college-level educators in that field of study. For questions on AP testing, registration and locations, please speak with the AP Coordinator.

Preliminary Scholastic Aptitude Test (PSAT/NMSQT)

The PSAT/NMSQT is the Preliminary SAT/National Merit Scholarship Qualifying Test The test is usually taken in the junior year as practice for the SAT and is used to qualify scholars for the National Merit Scholarship. The PSAT is offered

nationally every year in October. For questions on PSAT testing, registration, fee waiver and locations, please contact the College & Career Readiness Counselor.

Scholastic Aptitude Test (SAT)

A nationwide test used by some institutions to help determine college and university admission eligibility. However, please be advised that The California State University (CSU) and University of California (UC) no longer utilizes the SAT in determining admission eligibility for their campuses. The SAT is offered and administered by the College Board. It is the scholar's responsibility to register and pay for this test. The test may be taken more than once. There are several different test dates between August and June. Scholars are encouraged to take the SAT as early as May or June of their junior year. Apply online at www.collegeboard.com. For questions on SAT testing, registration, fee waivers and locations, please contact the College & Career Readiness Counselor.

American College Test (ACT)

A nationwide test used by some institutions to help determine college and university admission eligibility. However, please be advised that The California State University (CSU) and University of California (UC) no longer utilizes the ACT in determining admission eligibility for their campuses. The ACT test content consists of English, math, reading, and science. There is also a writing portion available which many colleges require. There are several dates between September and July (different dates than the SAT). Scholars may take the test more than once. Apply online at www.actstudent.org. For questions on ACT testing, registration, fee waivers and locations, please contact the College Career Readiness Counselor.

California Proficiency Program (CPP)

A test for scholars who need to verify high school level skills to earn the legal equivalent of a high school diploma. Scholars eligible to take the CPP must have at least one academic year of enrollment in the 10th grade at the end of the semester during which the CPP administration will be conducted. Prior to registering for the exam, please contact your counselor. For more information, visit cde.ca.gov/ta/tg/cp.as.

College Level Examination Program (CLEP)

A credit by examination program that allows participants to demonstrate college level mastery of introductory courses and possibly earn college credit (note: high school credit is not awarded). Policies for accepting CLEP college credits vary from college to college, so please check with the targeted college first.

General Educational Development Test (GED)

A test which may be taken by scholars 18 years of age or older and no longer enrolled in high school for the purpose of earning a California High School Equivalency Certificate. Prior to registering for the exam, contact your counselor. For more information, visit ged.com.

High School Equivalency Test (HiSET)

Must be a California resident or a member of the Armed Forces to take this exam. A scholar must meet state eligibility requirements. Please view the link for details. Prior to registering for the exam, contact your counselor. For more information, visit hiset.ets.org/requirements/ca.

Contact Information & Communication Procedures

Methods of Communication

Reliable contact information is required for all learning coaches and for scholars.
Email Expectations

- **For the protection and safety of our staff and scholars, all scholars must use their school-issued Compass scholar email for all communication, access to live sessions via Zoom, Compass online platforms, such as Google Classroom, virtual workshops, engagement events, and more.**
- The Compass issued email address is to be the primary email for all scholar communications (including 6-12). Learning coaches will need to use their own email addresses for email communication and cannot use the scholar's email address to communicate.
- All scholars are expected to communicate respectfully with school staff and peers through all methods of communication by using appropriate language. Failure to do so may result in disciplinary action.
- Scholars are expected to reply to communication from school personnel within 24 hours.
- All scholars should include their name and grade when they are emailing school staff.

Notification Regarding Change of Contact Information

As stated in the Master Agreement Acknowledgement of Responsibilities, it is the responsibility of parents, guardians or adult foster care caregiver to inform the school of any change of address, telephone number or emergency information. Parents must provide a manner to receive both written (U.S. Mail) and oral communication (telephone, cell, email) regarding their child(ren). For the protection of the scholar's health and welfare, and to facilitate immediate communication with the parent/legal guardian or caregiver, Compass, in accordance with Education Code Section 49408, requires the parent/legal guardian to provide current emergency information in the online enrollment application at the time of enrollment. Every parent/legal guardian or caregiver must complete an online enrollment application for each scholar at the time of enrollment. Emergency information should include, but is not limited to the following:

- Home address and current telephone, including cell phone
- Employment/business addresses and phone numbers
- Relative/Friend's name, address, and telephone numbers authorized to pick up and care for the scholar in an emergency situation, if the parent/legal guardian cannot be reached.

This information must be updated with the Records Department within five business days to ensure timely communication with Compass staff. In order to request a change of contact information, the learning coach must complete the Change of Contact Information Form which is located on the Schools' website.
Parents of scholars with disabilities should also have the name of any other designated adult who can receive their child in case of an emergency. Scholars will only be released to a person listed on the emergency card unless the parent/legal guardian has provided written authorization on a case-by-case basis during testing and/or other engagement or enrichment events. Parents are required to keep this information up to date.The emergency phone number for the parents and relatives/friends and all other information, such as name or address can be changed through the Change of Information Form found on our website.

Proof of Residency

Learning Coaches must notify the Records Department to provide a proof of new residence within five (5) business days. A form to submit these changes can be found on the School's website under Parent/Scholar Resources. Learning Coaches must complete the Change of Contact Form to update their address and provide an updated proof of residence attached or emailed to records@compasscharters.org. Scholars must reside within counties Compass is legally authorized to serve (CA Ed Code § 51747.3). Falsifying residency or any documentation can lead to involuntary withdrawal from the program (EC § 47605(c)(5)(J)(iii))) or civil liability.

Academic Program

AVID

Advancement Via Individual Determination (AVID), is a college readiness system for elementary-aged scholars through higher education that is designed to increase school-wide learning and performance. The AVID College Readiness System (ACRS) accelerates scholar learning, uses research-based methods of effective instruction, provides meaningful and motivational professional learning, and acts as a catalyst for systemic reform and change. While typically found in brick-and-mortar schools, Compass is proud to be one of a select few who are offering this program online.

The AVID curriculum, based on rigorous standards, is driven by the Writing, Inquiry, Collaboration, Organization and Reading (WICOR) method. AVID curriculum is used in AVID elective courses and in content-area courses (English language arts, math, science, and social studies) in AVID schools. Our teachers use AVID strategies in all of their instructional practices and encourage learning coaches to put these strategies into practice at home. Middle school and high school scholars can enroll in the AVID elective courses.

Scholar Recognition

- Core Values (ARTIC) Awards are designed to celebrate scholars who exemplify Compass' ARTIC Values. These are awarded by teacher recommendation two times per year, once per semester.
- Finding Your Compass, A Counseling Award - This recognition will be awarded to scholars that have consistently committed to their personal growth, academic development, school community, and college-career readiness through their participation in a minimum of five direct counseling services during the school year; such as learning labs and small group sessions. This will be awarded at the end of the school year.
- Firebird of the Year is awarded by teacher recommendation based on demonstration of Compass' ARTIC values and being a scholar of the month recipient.
- Golden State Seal Merit Diploma (12th) - The Golden State Seal Merit Diploma is an award given to recognize public school graduates who have demonstrated their mastery of the high school curriculum in at least six subject matter areas, four of which are English language arts, mathematics, science, and U.S History, with the remaining two subject matter areas selected by the scholar. The Golden State Seal Merit Diploma insignia is affixed to the diploma and transcript of each qualifying scholar. Seal should continue to be awarded to qualifying scholars per California Education Code Section 51454.
- Honor Roll recognition is awarded each semester to scholars who have earned a minimum 3.5 GPA (6-12).
- NHS Lifetime members must be inducted into Compass NHS Chapter and stay compliant with service hours as well as meeting attendance for 3+ Semesters.
- Perfect Attendance award is given to scholars who attend 100% of the days during the award period.
- Presidential Award for Educational Achievement (Silver Seal) (8th, 12th) recognizes scholars who show outstanding education growth, improvement, commitment or intellectual development in their academic subject, but who do not meet the criteria for the President's Award for Educational Excellence. Teacher and

Coordinator recommendation required.

- Presidential Award for Educational Excellence (Gold Seal) (8th, 12th) recognizes academic success by either grade point average of 90 on 100 scale, A- on letter scale, or 3.5 on a 4.0 scale, plus high achievement on state or nationally normed reading or mathematics examinations (or) recommendations of a teacher plus one other staff member).
- RFEP Award (12th) - Given to scholars at 12th grade graduation for achieving the distinction of RFEP during their educational career.
- Samaritan Award recipients must complete fifty hours of community service and apply for the award in order to be considered for this achievement.
- Scholar of the Month is awarded by teacher recommendation based on demonstration of Compass' ARTIC values.
- State Seal of Biliteracy (12th) - The State Seal of Biliteracy is an award given in recognition of scholars who have attained a high level of proficiency in two or more languages. The State Seal of Biliteracy takes the form of a gold seal that appears on the transcript or diploma of the graduating senior, and is a statement of accomplishment for college admissions and future employers. The Seal will be awarded to qualifying scholars per California Education Code sections 51460–51464.
- State Seal of Civic Engagement (11-12th) - The State Seal of Civic Engagement is an award given in recognition of scholars who demonstrate excellence in civics education and participation, and an understanding of the United States Constitution, the California Constitution, and the democratic system of government. The State Seal of Civic Engagement takes the form of a seal that appears on either the scholar's transcript or diploma and is a statement of accomplishment for college admissions and future employers. The State Seal of Civic Engagement will be awarded to qualifying scholars per Education Code sections 51470–51474.
- Teacher (ST) recognition awards will be determined based on recommendations and will highlight additional scholar success.

Additional information about our recognition program can be found on our website. For the most up to date list of our scholar awards, please visit the Parent & Scholars section of our website.

Educational Support Materials

All materials provided by Compass, including those purchased with state Educational Support Resources, remain the property of Compass Charter Schools. The materials are loaned to the scholar while they are enrolled in Compass Charter Schools and are for their use for educational purposes. Once the scholar withdraws, the non-consumable materials must be paid for or returned within one (1) week; otherwise, the family will be billed for the cost of the materials. If any item purchased by Compass Charter Schools for instructional use is lost or broken by a scholar, the scholar must pay to replace the item.

Options Learning Program (Only)

Demonstration of Learning

Scholars must regularly share their educational experiences with their ST in the SIS. The assignments submitted should be a collection of experiences and work that is a source of pride for the scholar aligned to the assigned standard, should be at the scholar's grade level and be a representation of the scholar's true level of learning. This will help guide the learning coach, scholar, and ST discussions on the scholar's progress and will help the ST determine final grades, as well as indicate if there is a need for additional support. It also provides insight regarding a scholar's interest or passion so that the ST can provide additional resources or support in those areas, when applicable.

Educational Support Resources (Options Learning)

Each scholar is allocated Educational Support Resources for materials, and/or services. Educational Support Resources are to be used for the scholar's educational needs and shall be aligned with standards appropriate for their grade level. Learning coaches, STs, and scholars work together to make purchasing decisions based on academic goals, learning styles, grade-level standards, and academic progress. Families can choose from a wide range of school-approved providers offering educational products and services.

Scholars have access to resources through Compass to obtain core content curriculum and educational materials and services needed to help the scholar reach grade-level standard mastery. In collaboration with the Supervising Teacher, a plan shall be developed and implemented to allow materials and services that are appropriate for the scholar, courses taken, time of the year, enrollment date, attendance, school year and semester pacing, and other factors. Please consider Compass processing timelines, including holiday purchase freezes and ordering deadlines, when submitting orders.

The Master Agreement **and** Family Order Agreement (FOA) must be completed, signed and on file with Compass before any order can be placed. Further, orders will not be placed for scholars in violation of the Master Agreement (missing required or requested items from the body of work, missing logs, and/or unable to contact).

The FOA addresses responsibility when placing order requests as stated below.

For service providers, the learning coach is responsible for:

- Paying any provider fees NOT pre-approved by Compass on the purchase order
- Paying any provider fees that exceed amounts on purchase orders
- Reading and following the Compass Ordering Guide, provided to you by your supervising teacher.
- Paying any fees after scholar withdraws from Compass Charter Schools
- Confirming provider's prices & payment schedule on emails and on purchase orders

For material providers, the learning coach is responsible for:

- Providing Compass with the scholar's current mailing address. If there is a change of address the LC must complete the Change of Contact form. The new address must be reflected in OPS prior to submitting an order.
- Receiving orders that arrive checking materials that arrive by initialing it on the packing list
- Comparing the shipment contents with the materials ordered, and noting missing items on the packing slip
- Signing and dating the packing slip, then scanning/photographing that slip and sending it to your ST within two days of receiving the order
- Returning (or paying for) any items the ST considers to be non-consumable upon withdrawal from Compass

Contact your ST immediately if you are unable to do this for any reason (e.g. no packing slip included).

If a family fails to correctly check off and scan a copy of signed packing slips to the ST, the privilege of having materials sent directly to the scholar's home will be revoked. The family will then have to make arrangements to pick up future ordered materials from the closest ST.

Requesting Services and Materials

Order requests may only be made for products and services from approved providers, and a signed MA and FOA must be on file in order for material orders to be placed. Furthermore, there are guidelines to determine what materials and services are approved from these approved providers. Compass expects learning coaches to use Educational Support Resources in a reasonable manner. The learning coach submits an order request to the ST who reviews it and, if approved, submits it to the Community Providers Department for processing. When the appropriateness of requested

materials or services is in doubt, the ST and their Supervisor will evaluate using their best professional judgment. A decision made at this level is final.

Material order totals must include approximately 20-25% to cover any shipping, taxes, and/or handling fees required by the provider. Once invoices are reconciled, any overages will return to the balance allocated for the scholar. In March/April, the allotment of resources will need to be finalized, as orders will close then.

Learning coaches should instruct their scholars on how to care for and respect any materials purchased by Compass Charter Schools for scholar use. LCs shall monitor their scholar's use of the loaned materials, including computers, to ensure appropriate use for educational purposes. Be advised that computers and tablets remain school property, with no reasonable expectation of privacy.

Guidelines for Using Educational Support Resources

Approved providers list: Orders may only be placed with providers on our list of approved providers, available on our website. Additional limitations may apply for some providers. Ask your ST for details.

Our payment: Compass Charter Schools only pays for services when an approved purchase order (PO) has been generated and only for the dollar amount stated on the purchase order. (For example, if a scholar has taken classes in September and October, but the purchase order only states October, then the school will NOT be responsible for paying for those September activities).

Core curriculum: Verify with your ST that you have your core curriculum (ELA, math, science, social studies, or any other course being taken for A-G credit) in place from our board approved curriculum list. Orders for extracurricular activities and materials will not be placed if core curriculum is not sufficient for the scholar's needs.

Registration of outside courses: Contact the service provider directly to discuss the fees and their registration process. You must register your scholar(s) for the courses and sort out the details, including dates and prices, directly with the provider. As part of that discussion with the provider, you must determine if the provider wants to be paid monthly (recommended) or in a lump sum at the end of the semester/session. Discuss the fees with them so it is very clear how much they will charge your scholar(s) for courses. Make sure they agree to the prices on any cost breakdown. This part is very important. Again, we STRONGLY recommend you get all information on fees in writing for your records.

First day of outside courses: If you plan to use allocated resources to pay for courses, be sure your scholar does not attend the course or lesson unless you have received an approved PO from your ST. We do not reimburse for materials or services ordered on your own without a PO. You are responsible for any payments before a PO is finalized, so please plan ahead.

Reimbursement: A learning coach (parent) cannot be reimbursed using state dollars for any out-of-pocket expenses that have already been paid at any time for any reason.

Quality materials: Materials ordered must be scholar-grade quality, which is the quality public schools are required to order.

Amazon Ordering: For convenience and expediency, Compass has partnered with Amazon Parent Solutions to provide grade level storefronts (portals) where pre-approved materials and supplies can be purchased. Parents agree to only order from their scholar's grade level material list on the appropriate storefront, unless reviewed and approved by the supervising teacher. Compass may override any teacher's approval of materials if deemed inappropriate or not consistent with Compass ordering guidelines. To access the Amazon Parent Solutions Portal. families must use the scholars Compass email address.

Faith-based: No religious services or materials of any type are allowed, including but not limited to: books, publications, online subscriptions, CD/DVDs, videos, posters, programs, activities, curriculum, etc. Compass Charter Schools' assessment on whether services or materials fall under this category is final.

Ethical use of Compass provided Educational Resources: Families are expected to use educational resources wisely, appropriately, and ethically to meet the education, service and program needs of their scholars. Needs may vary between scholars and families. It is at the ST's discretion to reject or modify the order as deemed appropriate. Compass Charter Schools determines final approval of all orders and reserves the right to cancel any issued services deemed excessive or inappropriate.

The list below is not an all-inclusive list, but rather is provided to give some guidelines to help with your orders. More details are provided in the Compass Ordering Guide that is shared with each family. The ST and/or Compass may deny an item not listed here if they feel it puts the school's compliance into question with the state or authorizing district.

Acceptable:

- Appropriate, non-sectarian educational curriculum appropriate to the scholar's course of study and grade level
- Courses/materials for core courses as assigned on the master agreement must be in place before enrichment materials can be ordered. Core includes math, language arts, science, and social studies. The ST reserves the right to verify core materials or services.
- Music and art lessons
- PE classes offered through an insured instructor
- Academic tutoring and small group instruction
- Using only 25% of allocated resources toward core subjects is allowed only when the ST has verified that the family has the scholar's core curriculum already on hand
- Must support scholar goals, achievement and courses as assigned on the master agreement.

Not Acceptable:

- Using over 75% of allocated resources toward a non-core service or product
- Sectarian (faith-based) materials
- Materials not educational in nature or to be used for something not related to the scholar's course of study
- Materials that are not applicable to the scholar's grade level or learning needs
- Quantities that are not within reason, as determined by the ST, their program coordinator and/or Compass (e.g., more than one computer for a scholar)
- Materials not approved by the ST as deemed by the Compass Charter Schools ordering guidelines

As a reminder, more specific information on the appropriate use of Educational Support Resources is provided in the Compass Ordering Guide which is provided to each family and available upon request from your ST.

If a scholar withdraws from Compass, any active Purchase Orders will be canceled, and no payments will be made to the Provider for services scheduled after the withdrawal date. The family will be responsible for any outstanding fees associated with the services after the withdrawal date.

Requesting New Providers

If there is a service or materials provider that you would like added to our Approved Providers List, we will do our best to accommodate. Please ask the potential provider to complete the Pre-Application for Interested Businesses form. This link

can also be found on our website. We recommend that families send the link directly to their provider of choice via email. Please double check that the potential provider is not already an approved provider.

When you request that a business offering a high risk activity become an approved provider, do know the process will be longer than usual because of additional insurance requirements. In addition, the following are banned services/activities thus Compass will not approve any orders for: 5-day a week multi-subject all-inclusive programs, kickboxing, outdoor rock climbing, boxing, aerial activities, tightrope walking, welding, and/or any similar high-risk activities.

Progress Monitoring

Progress monitoring can be viewed in the SIS, specifically within the parent/scholar portal. Once assigned, a grade shall be final unless it comes to light that the scholar engaged in fraud, cheating, academic dishonesty, or if a mistake was made by the teacher assigning the grade. If the scholar or learning coach wants to challenge a grade, they may follow the process outlined within the School's Educational Records and Scholar Information Policy which is located within the Compass Board Policy Manual.

Learning Program Transfers

Parents and scholars considering a program transfer should first discuss this with their supervising teacher. Program transfer requests are reviewed based on documented evidence and must be submitted within the first learning period of enrollment and/or semester. Approval is contingent upon:

- Seat availability in the requested program;
- Scholar's engagement and attendance history;
- Participation, including documented interventions and reengagement efforts;
- Identified academic or social-emotional support needs, and overall instructional fit;
- Pending 504 determination, initial IEP, or SST processes, if applicable.

Transfers are approved when the requested program is demonstrably better equipped to meet the scholar's documented needs. After discussion with their supervising teacher, the Parent must complete and submit the Program Transfer Request Form no later than the last day of the semester's first LP.

In the event that a program transfer is not approved, a scholar withdrawal and re-enrollment shall not circumvent Compass' decision.

Multi-Tiered System of Support

A Multi-Tiered System of Supports (MTSS), including Response to Intervention (RtI) and Positive Behavioral Intervention and Support (PBIS), is a systematic multi-tiered model which targets behavioral, social, emotional, and academic support for scholars. MTSS establishes a process for providing increasing levels of instructional time and intensity whereby the needs of all learners are identified, and supported early and effectively.

MTSS provides high quality standards-based core instruction and the use of data to identify scholars for appropriate acceleration and intervention. The MTSS model advances academic and behavioral achievement through frequent progress monitoring, ongoing data collection and analyses as well as providing immediate, evidence-based intervention.

In order to best support our scholars and ensure they are achieving academically and socially/emotionally, scholars receive support from different tiers throughout the framework.

The five components within the Compass MTSS framework are:

- Informal and Formal Assessments
- Internal Benchmark Assessments
- CAASPP State Testing
- Social Emotional Learning (SEL) Screening
- K-2 Reading Difficulties Risk Screener

High-Quality, Evidence-Based Instruction

- Tier 1 - Core Instruction (80%--universal interventions)
- Tier 2 - Supplemental Instruction (15%--targeted group interventions)
- Tier 3 - Intensive Instruction (5%--intensive individual interventions)

Data-Based Decision Making

- Leadership meets regularly to assure outcomes are achieved.
- Academic support sessions, social emotional learning, and behavioral groupings are provided on a regular-basis and supported by our Scholar Success Coordinator, and our Counseling Services Department through daily workshops and check-ins. Scholars invited to these support sessions are expected to attend.

Scholar Study Team Meetings (SST)

An SST Meeting is a group of educators, specialists, and the Learning Coach, brought together to consider the general education interventions and supports that would best benefit the needs of the scholar. Scholars who are continually not making progress with their Tier 1 and Tier 2 interventions in place should be referred to an SST. The data from the previously used interventions, current academic progress, scholar history, and test scores (State and Benchmarks) will be used to develop an action plan to support the scholar. Data monitoring will be completed weekly to determine the success of the action plan and then reviewed by the team at the follow up meeting. All general education interventions are to be explored and documented by the general education staff, which may include interventions under our MTSS framework. These procedures are to be followed when a scholar is first seen as having difficulty will be the responsibility of the general education staff. When all general education resources have been exhausted, the scholar may be referred to special education. (SELPA Parent Handbook, 04-2024, p.2)

Grades

The grade, in any given course, represents the degree to which the scholar has met the standards and achieved the goals of the course. Grades reflect the quality of the scholar's work and the scholar's degree of mastery of academic standards. The semester grade reflects the cumulative achievement for the entire semester. Attendance and participation are contributing factors in meeting the standards and earning a grade.

STs are responsible for setting objective standards for grading assignments and shall make these standards known to the Learning Coaches and scholars. Teachers are responsible for assigning grades to the scholars in their courses. Once assigned, a grade shall be final unless it comes to light that the scholar engaged in fraud or cheating, or if a mistake was made by the teacher assigning the grade. If the scholar or learning coach wants to challenge a grade, they may follow the process outlined within the School's Educational Records and Scholar Information Policy which is located within the Compass Board Policy Manual.

TK-5 Grading Policy

TK-5th grade scholars' final semester grades will be reported according to the following scale:

- Level 4 = Exemplary - Scholar consistently demonstrates an in-depth understanding of the grade-level standards, concepts, and skills taught during this reporting period.
- Level 3 = Proficient/Met - Scholar consistently demonstrates an understanding of the grade-level standards, concepts, and skills taught during this reporting period.
- Level 2 = Approaching Proficiency - Scholar is approaching an understanding of the standards, concepts, and skills taught during this reporting period.
- Level 1 = Non-Proficient/Below - Scholar does not yet demonstrate an understanding of the standards, concepts, and skills taught during this reporting period.

6-8 Grading Policy

Middle School Course Placement

All middle school scholars are required to enroll in four (4) academic courses (English, mathematics, science, social science), physical education and one elective course each semester of the academic school year.

Middle School Course Scheduling

Our middle school academic program utilizes semester scheduling. No extensions are provided and all end dates are final.

Middle School Grading Scale

A standard percentage scale is used school-wide to determine grades. This ensures a standard of excellence toward which each scholar may strive to achieve. Compass does not use a plus/minus grading scale.

A= 90-100 | B= 80-89 | C= 70-79 | D= 60-69 | F= BELOW 60

Middle School Subject Requirements

An updated course list can be found on the School's website.

9-12 Grading Policy

High School Graduation Requirements Effective 2025/2026	Total Credits
English (4 Years Required)	**40**
Science (2 Years Required: Life & Physical Science)	**20**
Mathematics (3 Years Required; minimum Geometry)	**30**
History/Social Science (3 Years Required)	**30**
Foreign Language (1 Year Required)	**10**
Visual and Performing Arts (1 Year Required)	**10**
Physical Education (2 Years Required)	**20**
Ethnic Studies* (1 Semester Required)	**5**
Health (1 Semester Required)	**5**
Electives	**50**
Total	**220**

Ethnic studies Requirement Information

*Ethnic Studies, as of 25/26 SY, is now included in the minimum graduation requirements, requiring scholars to complete at least one semester of ethnic studies coursework to graduate.

- **Relevant code section:** California Education Code Section 51225.3
- **Bill that added the requirement:** Assembly Bill 101 (AB-101)
- **Course length:** One semester
- **Implementation date for scholar graduation requirement:** 2029-30 school year
- **Implementation date for schools to offer the course:** 2025-26 school year

High School Graduation Requirements Prior to 2025/2026	Total Credits
English (4 Years Required)	**40**
Science (2 Years Required: Life & Physical Science)	**20**
Mathematics (3 Years Required; minimum Geometry)	**30**
History/Social Science (3 Years Required)	**30**
Foreign Language (1 Year Required)	**10**
Visual and Performing Arts (1 Year Required)	**10**
Physical Education (2 Years Required)	**20**
Health (1 Semester Required)	**5**
Electives	**55**
Total	**220**

Alternative Diploma:

Scholars with disabilities are entitled to a course of study that provides them with a Free Appropriate Public Education. A scholar with a disability receiving special education who has entered high school as a ninth grader in the 2022/23 school year and later may be exempt from all coursework and other requirements adopted by the Board (Education code 51225.31).

If the scholar is eligible to take the alternative assessment, CAA and the student complete state standards aligned coursework to meet the statewide coursework specified in 5122.31.

Alternative Diploma Subject Requirements Effective 2025/2026	Total Credits
English (3 Years Required)	**30**
Science (2 Years Required: Life & Physical Science)	**20**
Mathematics (2 Years Required; including one year of Algebra I)	**20**
History/Social Science (3 ½ Years Required)	**35**
Foreign Language or Visual and Performing Arts (1 Year Required)	**10**
Physical Education (2 Years Required)	**20**
Total	**135**

Scholars who received the Alternative diploma will be eligible to participate in all graduation ceremonies and school activities. Scholars who receive an alternative diploma may continue to receive a Free Appropriate Public Education after graduation (Education Code 5122.31).

Alternative Diploma Subject Requirements Prior to 2025/2026	Total Credits
English (3 Years Required)	**30**
Science (2 Years Required: Life & Physical Science)	**20**
Mathematics (2 Years Required; including one year of Algebra I)	**20**
History/Social Science (3 Years Required)	**30**
Foreign Language or Visual and Performing Arts (1 Year Required)	**10**
Physical Education (2 Years Required)	**20**
Total	**130**

Note: California Education Code Section 51225.3, which was amended by Assembly Bill 101 (AB-101), ethnic studies is now included in the minimum graduation requirements, requiring students to complete at least one semester of ethnic studies coursework to graduate, starting with the 2029-30 school year; local educational agencies must offer this course starting in the 2025-26 school year.

For information on the statewide course requirements, please visit the CDE Graduation Requirement web page at https://www.cde.ca.gov/ci/gs/hs/hsgrmin.asp.

Certificate of Education Completion

A student with a disability may be awarded a certificate of completed if the student has met one of the following requirements (Education Code 56390):

1. Satisfactorily completed a prescribed alternative course of study approved by the board of the district in which the student attended school or the district with jurisdiction over the student as identified in the student's IEP. Compass requires a minimum of 130 credits or courses attended and completed.
2. Satisfactorily met the student's IEP goals and objectives during high school as determined by the IEP team.
3. Satisfactorily attended high school, participated in the instruction as prescribed in the student's IEP, and met the objectives of the statement of transition services.
4. A student with a disability who meets any of the criteria specified above shall be eligible to participate in any graduation ceremony and any school activity related to graduation in which a graduating student of similar age without disabilities would be eligible to participate (Education Code 56391).

High School Course Scheduling

When selecting courses each year, remember that course selection is a collaborative process that involves the scholar, Learning Coach, and counselor to ensure proper placement. Options Program High school scholars are eligible to enroll in up to four Accelerate Education Online course(s) as well as the AVID elective.

High School Grading Scale

Credit is earned for cumulative grades of A through D in all courses. Each semester course receives 5 credits for each course passed. Honors and Advanced Placement courses are weighted on a 5.0 scale. Compass does not use a plus/minus grading scale.

Letter Grade Unweighted GPA	Percentage Weighted GPA	College Prep	Honors/AP
A	90-100	4	5
B	80-89	3	4
C	70-79	2	3
D	60-69	1	1
F	Below 60	0	0

Withdrawn (**W**): This grade is assigned when a scholar withdraws from Compass prior to completing 100% of coursework.

Incomplete (**I**): This grade will be granted only under extenuating circumstances and must be brought by the ST to the Program Director and the Director of Counseling Services who shall make the final decision.

Final Exam Policy

All scholars in grades 6-12 are required to take semester final examinations or complete a culminating/final project in all courses, as appropriate. Scholars may not “test out” of courses by only taking a final examination.

Repeat Policy

Scholars may repeat a course to improve their GPA only once unless the grade earned was an F. Once a course has been repeated, the grade earned in the original course will remain on the transcript, but will display with the Compass repeat code, as well as “0.00” credits earned. The original course will not be included in the computation of the GPA. The course taken to remediate the original course will be displayed with the grade and credits earned. For a course to be accepted by the UC/CSU system, scholars may repeat the course only once regardless of grade earned.

High School Course Placement Guidelines

Course placement is based upon counselors' review of scholar’s assessments, transcripts, and teacher recommendations. All scholars must meet specific course prerequisites for all subject areas.

Course Placement

TK- 5th grade scholars are required to enroll in four (4) academic courses (language arts, mathematics, science, social science), and one (1) physical education course each semester of the academic school year.
Middle school scholars (6-8) are required to enroll in four (4) academic courses (language arts, mathematics, science, social science), one (1) physical education, and one (1) elective course each semester of the academic school year. High school (9-12) course placement is based upon counselors’ review of scholar’s assessments and transcripts. All scholars must meet specific course prerequisites for all subject areas. High school scholars will be placed into courses according to the credits the scholar has earned at his/her previous school(s) and takes into account the courses needed in order to meet graduation requirements. Selecting courses at Compass each year is a team process that involves the scholar, learning coach, and counselor to ensure proper placement.

For all grade levels, the academic program utilizes a semester scheduling model.

Math Placement Guidelines for Middle/High School

Compass recognizes that scholar achievement in math is important for preparing scholars for success. The purpose of this process is to create a fair, objective, and transparent procedure for placement in math courses for scholars.
In determining the mathematics course placement for scholars, Compass Charter Schools systematically takes multiple objective academic measures of the scholar’s performance into consideration, including:

- Statewide mathematics assessments, including interim and summative assessments through the California Assessment of Student Performance and Progress (“CAASPP”)
- Internal assessments that are aligned to state-adopted content standards in mathematics
- Classroom assignment and grades
- Final grade in mathematics on the scholar’s official, end of the year report card and/or transcript

Note: Concurrent Enrollment Math Courses

The California Community College Chancellor's office is interpreting the bill AB 705 to effectively ban all pretransfer level math courses from being offered at California Community Colleges beginning Fall 2022. Proposed legislation, AB 1705 (Irwin), directly bans pretransfer level math and English classes at all California Community Colleges. Beginning Fall 2022, community colleges will not be allowed to offer Beginning Algebra (Algebra 1), Intermediate Algebra (Algebra 2), Math for Associate Degrees, Geometry, and Pre-statistics.

Based on college course availability, scholars would not be able to take Algebra 1, Geometry, and/or Algebra 2 equivalent courses through concurrent enrollment.

9th Grade Mathematics Placement Policy

Compass recognizes that scholar achievement in math is important for preparing scholars for success after high school. The purpose of this policy is to create a fair, objective, and transparent procedure for placement in math courses for scholars entering 9th grade, in order to ensure the success of every scholar and to meet the Legislative intent of the California Mathematics Placement Act of 2015. Compass' complete policy is located within the Compass Board Policy Manual.

In determining the mathematics course placement for entering 9th grade scholars, Compass Charter Schools systematically takes multiple objective academic measures of the scholar's performance into consideration, including:

- Statewide mathematics assessments, including interim and summative assessments through the California Assessment of Student Performance and Progress ("CAASPP")
- Internal assessments that are aligned to state-adopted content standards in mathematics
- Classroom assignment and grades
- Final grade in mathematics on the scholar's official, end of the year 8th grade report card
- Results from all placement checkpoints, including at least one (1) placement checkpoint within the first month of the school year

The Superintendent & CEO or designee shall examine aggregate scholar placement data annually to ensure that scholars who are qualified to progress in mathematics courses based on their performance on objective academic measures included in this policy are not held back in a disproportionate manner on the basis of their race, ethnicity, gender, or socioeconomic background. Compass Charter Schools shall annually report the aggregate results of this examination to the Board of Directors.

High School Course Sequencing

All scholars must adhere to the established course sequencing for all subjects, including English, Math, History, Science, and Foreign Language. Course sequencing ensures scholars progress through a structured academic pathway that aligns with graduation requirements, maintains instructional integrity, and upholds equity and academic standards in compliance with our charter.

Compass course sequencing is designed to scaffold learning from freshman to senior year, ensuring scholars develop foundational knowledge and essential skills necessary for college and career readiness. All course placements must align with curriculum frameworks set by the California Department of Education (CDE) and comply with our authorizer, NCAA, and AG requirements.

Course Schedule Changes

Scholars need to plan their schedule carefully since schedule changes can only be processed within the first ten (10) calendar days from the start date of the course. Any additional schedule changes after this time frame will be reviewed on an individual basis by the Director of Counseling Services.
Acceptable reasons for course schedule changes:

- Improper course placement
- Credit previously earned for the course
- Course prerequisites not met

ACOP – Accelerated Course Options Learning Program

This program allows scholars to accelerate and advance academically or recover unearned credits in their high school courses by adding additional credits to their schedule per semester. A scholar may add an additional course to their schedule no later than four weeks prior to the end of a semester. Eligibility is dependent upon 75% completion in all other courses with good academic standing.

A scholar may add two additional courses to their schedule no later than eight (8) weeks prior to the end of semester. Eligibility is dependent upon 50% completion in all other courses with good academic standing.

Counselor approval is required to participate in the program.

Counselors may approve a special circumstance request when a scholar may be eligible for additional course(s).

Community College Courses

Eligible high school scholars may participate in dual enrollment courses through the CCS Irvine Valley College partnership and/or concurrent enrollment at a local community college. Please refer to the school's complete Dual and Concurrent Enrollment Policy for additional information regarding eligibility, requirements, and procedures for enrolling in college-level coursework. The full policy is available on the school's website in the Board Policy Manual. Scholars and families may also contact their College & Career Readiness Counselor for additional guidance.

A-G Requirements

The University of California ("UC") must approve courses to meet A-G subject requirements that appear on the institution's A-G course list. UC schools and California State Universities ("CSU") check if freshmen applicants have taken courses from the A-G course list to meet admission requirements. Fifteen (15) year-long courses must be completed with a C or better and 11 courses must be completed before the senior year. (Note: Scholars will only be awarded A-G credit for courses and providers included in the Compass Charter Schools A-G Course Lists).

California College Admission Information

University of California and California State University “A-G” Admission Requirements

U.S. History/Social Science 1 Year of World History 1 Year of U.S. History OR 1 Semester of U.S. History & 1 Semester of Civics or 1 Semester of American Government	2 Years
English	4 Years
Math Algebra I, Geometry, Algebra II, etc.	3 Years (4 Years Recommended)
Laboratory Science (1 year of life science, 1 year of physical science) Biology, Chemistry, Physics	2 Years (3 Years Recommended)
Visual and Performing Arts	1 Year
Foreign Language	2 years of same language (3 years recommended)
College Preparatory Electives (Yearlong Courses) Visual and Performing Arts, History, English, Social Science, Advanced Math, Lab Science, Languages other than English	1 Year
Courses descriptions can be found on the UCOP website: hs-articulation.ucop.edu/agcourselist.	
All courses must be on the College Preparatory, Honors, or AP level with a grade of “C” or better. Honors-level courses are specialized, advanced courses designed for 10th-, 11th- or 12th-graders only who have already completed foundation work in the subject area. High school courses offered at the grade 9 level that schools might locally designate as “honors” are not eligible for the UC honors designation.	

Eligibility in the Local Context

The Eligibility in the Local Context (ELC) program is a program that identifies top-performing high school scholars in California for admission to the University of California (UC). Compass is a participating high school in the UC’s ELC program and is responsible for ensuring the submission of qualified scholars' contact and transcript data for rising seniors after final junior year grades are confirmed. To qualify, a scholar must be in the top 9% of their high school class, have a minimum GPA of 3.0, meet the A-G course requirements and provide parent/guardian authorization for submission. The Director of Counseling Services oversees the submission of qualified scholars to the University of California. Please reach out to your College Career Readiness Counselor for more ELC program information.

Cal Grant Program for College

A Cal Grant is money for college that does not have to be paid back. To qualify, a scholar must meet the eligibility and financial requirements as well as any minimum grade point average ("GPA") requirements. Cal Grants can be used at any University of California, California State University, or California Community College. Some independent and career colleges or technical schools in California also take Cal Grants.

In order to assist scholars applying for financial aid, all 12th grade scholars are automatically considered a Cal Grant applicant and each 12th grade scholar's GPA will be submitted to the California Student Aid Commission ("CASC") electronically by a school. A scholar, or the parent/guardian of a scholar under 18 years of age, may complete a form to indicate that they do not wish for the school to electronically send CASC the scholar's GPA. Until a scholar turns 18 years of age, only the parent/guardian may opt out for the scholar. Once a scholar turns 18 years of age, only the scholar may opt out themselves, unless the parent/guardian remains their educational rights holder. The scholar can also opt in if the parent/guardian had previously decided to opt them out. All 12th grade scholars' GPA will be sent to CASC by October 1 of each year. Scholars currently in eleventh (11th) grade will be deemed a Cal Grant applicant, unless the scholar (or parent, if the scholar is under 18) has opted out by or before February 1.

California College Guidance Initiative (CCGI)

The CCGI is written into California Education Code (EC) Section 60900.5 as an authorized provider of an institutional service to all California School Districts and as part of the state's efforts to make college-going a more streamlined experience for scholars (EC Section 60900.5(a)). One service that the CCGI will provide is a set of college and career planning tools, including the CaliforniaColleges.edu tool, designed to help scholars plan for and apply to California public colleges and universities. The CCGI currently receives enrollment data for all public-school scholars enrolled in grades six through twelve from the California Department of Education (CDE).

The California College Guidance Initiative (CCGI) is a statewide effort to enhance the college and career planning process for scholars in grades 6–12. Through the CaliforniaColleges.edu platform, scholars can access essential resources for post-secondary planning, while educators receive data-driven tools to support scholar success.

The CDE shares enrollment data, including California Pupil Achievement Data System (CALPADS) data for public school students in grades 6-12 with the CCGI. This data sharing is mandated by law (EC Section 60900.5(a)). The data enables the CCGI to provide all scholars in grades 6–12 access to CCGI's college and career planning tools, including:

- Career assessments to explore interests, personality traits, and learning styles.
- College, major, and career search tools.
- Curated guidance content for post-secondary planning.
- Ability to securely transmit their information to colleges and universities for admissions and academic placement considerations.
- A digital portfolio for tracking academic progress and financial aid plans.
- Tools to launch the Free Application for Federal Student Aid (FAFSA) and California Dream Act Application (CADAA).

Information Regarding Financial Aid

Compass Charter Schools shall ensure that each of its scholars receives information on how to properly complete and submit the Free Application for Federal Student Aid (FAFSA) or the California Dream Act Application, as appropriate, at least once before the scholar enters 12th grade. The FAFSA form and information regarding the FAFSA is available at studentaid.gov/h/apply-for-aid/fafsa and the California Dream Act Application and information regarding the California Dream Act is available at csac.ca.gov/post/resources-california-dream-act-application.

Each 12th grade scholar is required to complete and submit a FAFSA or CADAA application per ed code 51225.7, enacted in 2021, unless the scholar is determined to be exempt or an opt-out form is completed by a legally emancipated scholar, a scholar who is 18 years or older, a legal guardian, or parent, or a local educational agency on a scholar's behalf.

CCS CEEB Codes

A CEEB code is a standardized ID number that is assigned to a high school, college or university. These codes are used to identify the high school a scholar attends. The CEEB code is needed for college entrance exams such as the SAT or ACT.

CCS School Name	CEEB Code
Compass Charter Schools of Los Angeles	054907
Compass Charter Schools of San Diego	054738
Compass Charter Schools of Yolo	053634

NCAA – The National Collegiate Athletic Association

The National Collegiate Athletic Association ("NCAA") is an athletic association that consists of three (3) divisions (division I, II, and III) and oversees 23 college sports. For current NCAA academic requirements, visit eligibilitycenter.org. Compass scholars are eligible for scholarships to play sports at the collegiate level.

Enrollment, Credits, and Records

TK-12 Concurrent Enrollment

Concurrent enrollment in another public or private TK-12 school is prohibited at Compass. If a scholar is found to be enrolled in two (2) schools, they will be withdrawn from Compass using the involuntary removal process outlined within this Handbook.

Transfer Credits

Transfer credits are awarded based upon official transcripts from previous schools. Transcript analysis may require Compass to perform research and contact previous schools to determine eligibility of transfer credits.

Homeschool Credit Transfer

All scholars from non-accredited/independent homeschool learning environments must provide records which include a transcript (showing courses completed), a description of the curriculum, a copy of the Private School Affidavit, and a body of work for review by Compass administration.

International Records

International records may require translation and/or evaluation prior to being considered for transfer credits. International transcripts and supporting documentation will be reviewed in order to grant appropriate credit for subjects studied in other countries. The transcripts must show that subjects were studied at the secondary level. Credits will be granted for subjects equivalent to the courses listed in the course catalog in meeting graduation requirements.

Transcripts/Records

To request transcripts and/or records, please submit a completed request form located on our website. Transcript requests are processed within ten (10) business days and records within five (5) business days. Outstanding Compass fees and/or materials may delay processing of requests.

Transcripts reflect both a weighted and unweighted grade point average (GPA):

- Traditionally, GPA is calculated on an unweighted scale. Unweighted GPA is measured on a scale of 0 to 4.0. It doesn't take the difficulty of a scholar's coursework into account. An unweighted GPA represents a 4.0 whether it was earned in an honors course or a standard level course.
- Weighted GPA takes into account course difficulty rather than providing the same letter grade to GPA conversion for every scholar. Weighted GPA is measured on a scale of 0 to 5.0 and is only provided for Advanced Placement and Honors level courses.

Note: Compass policy is to not rank scholars by GPA.

Work Permits

Scholars under the age of 18 must obtain a work permit from Compass after securing an opportunity for employment. Please visit Work Permits for Students or Application for Entertainment Work Permit for Minor for more information. You can also see the School's complete Work and Entertainment Permit Policy for additional information about obtaining a work permit. The complete policy can be found on the school's website in the Board Policy Manual. Reach out directly to your College Career Readiness Counselor for more information.

Emergent Multilingual Scholars (EMS) Support and Services

Compass Charter Schools has adopted the terminology Emergent Multilingual Scholar (EMS) for our English Learner (EL) scholars as an asset-based alternative. The shift to **EMS** highlights that scholars are building proficiency in more than one language which is a strength.

Compass will meet all applicable legal requirements for EMS as they pertain to annual notification to parents, scholar identification, placement, program options, ELD and core content instruction, teacher qualifications and training, reclassification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirements. Compass will implement policies to assure proper placement, evaluation, and communication regarding EMS and the rights of scholars and parents.

In California, any scholar whose primary language is other than English, as determined by the home language survey, and who has not previously been identified as an EMS by a California public school or for whom there is no record of results from an administration of an English language proficiency test, must be assessed for English language proficiency with the English Language Proficiency Assessments for California (ELPAC). The initial ELPAC identifies scholars as either EMS or initial fluent English proficient (IFEP). The Summative ELPAC is taken annually and is required for all EMS.

Language Acquisition Program

Compass Charter Schools offers a **Structured English Immersion** (SEI) program (EC Section 305[a][2]) for our EMS/ELs. Our SEI program is tailored to meet the diverse needs of our scholars, whether they are EMS or seeking to enhance their English proficiency. Through engaging activities, interactive lessons, and supportive guidance, scholars in our SEI program gain the language skills and confidence needed to succeed academically and thrive in an English-speaking environment. We are committed to providing a nurturing and inclusive learning environment where all scholars have the opportunity to excel.

Per the CDE, Structured English Immersion Program is a language acquisition program for English learners in which **nearly all classroom instruction is provided in English, but with curriculum and a presentation designed for scholars who are learning English.**

English Language Development (ELD) Curriculum

Support will be offered via integrated and designated English Language Development (ELD). Integrated ELD will be supported within the academic instruction provided by the Content/Supervising Teachers.

Designated ELD is provided via the ELD course, which uses Lexia and Cengage online curriculum and live instruction by EL tutors for English language acquisition and development to support the ELPAC. In addition, EL tutors provide more targeted, proficiency-based instruction tailored to scholar needs. All scholars access their ELD courses through Google Classroom, where they can engage with assignments, resources, and communication from their EL tutor. The ELD Course is offered to all TK–12 EMS/ELs as a Pass/Fail course. EMS/ELs in grades 9–12 earn 5 credits toward electives with a Pass. EMS/ELs are expected to make progress in the course and attend all live sessions with their EL tutor.

EMS/EL Reclassification (RFEP)

Reclassification is the process whereby a scholar is reclassified from Emergent Multilingual Scholar (EMS) or English Learner (EL) status to Fluent English Proficient (RFEP). California Education Code Section 313[f] and Title 5 California Code of Regulations (5 CCR) section 11303 identify four required criteria for reclassification, but allow other measures to be included. The four required criteria are:

Criteria	Area/Subtest/Subject
1. ELPAC: Assessment of English language proficiency	Overall score of Level 4 (established as the statewide standardized ELP criterion)
2. Teacher Evaluation a. Curriculum Mastery b. ELD Curriculum Mastery c. If applicable, IEP Team evaluation	Teacher evaluation of scholar curriculum mastery a. English grade (75%/C/3) b. ELD Course grade of Pass (P) c. IEP evaluation and determination
3. Parent/Learning Coach Opinion and Consultation	Consultation (Y or N)
4. Comparison of Basic Skills in ELA	CAASPP (Standard Nearly Met or Above) Local Benchmark (Tier 1- At/Above or On-Watch)

English Learner Advisory Committee (ELAC)

A committee of parents, staff, and community members designated to advise district officials on EMS programs and services. Each California public school with 21 or more EMS scholars must form an ELAC. The ELAC will be responsible for the following tasks:

- Advise school administrators and staff in the development of a site plan for EMS
- Assist in developing a school wide needs assessment
- Be a way for learning coaches/parents to become aware of the importance of school attendance

ELAC members will receive training to assist them in carrying out their advisory duties. Training is planned in full consultation with committee members. If you want to learn more about the ELAC at Compass, contact our English Learner Coordinator.

Adult Scholars (18 Years of Age and Older)

Scholars who are 18 years of age or older have many legal rights and responsibilities, such as the ability to sign legal documents, including but not limited to medical releases and IEPs. However, adult scholars must continue to follow policies in place for all scholars at Compass, including attendance and discipline policies.

In order for Compass to release any information related to the adult scholar's academics to their designated learning coach and/or parent(s)/guardian(s), we must first receive permission from the adult scholar to do so. This release form can be found on our parent/scholar portal or by contacting the Records Department.

California Healthy Youth Act

The California Healthy Youth Act requires that comprehensive sexual health education and human immunodeficiency virus (“HIV”) prevention education be taught to scholars at least once in middle school and once in high school, beginning no later than grade seven. Instruction and materials must be medically accurate, objective, age-appropriate and inclusive of all scholars, as defined by law. The law requires that instruction and materials must encourage scholars to communicate with parents, guardians or other trusted adults about human sexuality. Learning coaches can preview the School Health course syllabus and scope and sequence by request.

A parent/learning coach of a scholar has the right to excuse their child from all or part of comprehensive sexual health education, HIV prevention education, and assessments related to that education through a passive consent (“opt-out”) process. Compass Charter Schools does not require active parental consent (“opt-in”) for comprehensive sexual health education and HIV prevention education. Parents and guardians may:

- Inspect written and audiovisual educational materials used in comprehensive sexual health education and HIV prevention education.
- Excuse their child from participation in comprehensive sexual health education and HIV prevention education in writing to Compass Charter Schools.
- Be informed whether the comprehensive sexual health or HIV/AIDS prevention education will be taught by Charter School personnel or outside consultants. When Compass Charter Schools chooses to use outside consultants or to hold an assembly with guest speakers to teach comprehensive sexual health or HIV/AIDS prevention education, be informed of:
    a. The date of the instruction
    b. The name of the organization or affiliation of each guest speaker
    c. Request a copy of Education Code sections 51930 through 51939.

Anonymous, voluntary, and confidential research and evaluation tools to measure scholars' health behaviors and risks (including tests, questionnaires, and surveys containing age-appropriate questions about the scholar's attitudes concerning or practices relating to sex) may be administered to scholars in grades 7-12. A parent or guardian has the right to excuse their child from the test, questionnaire, or survey through a passive consent ("opt-out") process. Parents or guardians shall be notified in writing that this test, questionnaire, or survey is to be administered, given the opportunity to review the test, questionnaire, or survey if they wish, notified of their right to excuse their child from the test, questionnaire, or survey, and informed that in order to excuse their child they must state their request in writing to Compass Charter Schools.

A scholar may not attend any course in comprehensive sexual health education or HIV prevention education, or participate in any anonymous, voluntary, and confidential test, questionnaire, or survey on scholar health behaviors and risks, if Compass has received a written request from the scholar's parent or guardian excusing the scholar from participation. An alternative educational activity shall be made available to scholars whose parents or guardians have requested that they not receive the instruction or participate in the test, questionnaire, or survey.

For our Compass scholars, the CHYA content is provided for integration into the science course for 7th graders and the Health course for 9th graders.

Scholars with Special Needs

Compass is dedicated to the belief that all scholars can learn and must be guaranteed equal opportunity to become contributing members of the academic environment and society. Compass provides special education instruction and related services in accordance with the Individuals with Disabilities in Education Improvement Act ("IDEA"), California Education Code requirements, and applicable policies and procedures of the El Dorado County Charter SELPA. These services are available for special education scholars enrolled at Compass. We offer high quality educational programs and services for all of our scholars in accordance with the assessed needs of each scholar. Compass collaborates with learning coaches, scholars, teachers, and other agencies, as may be indicated, in order to appropriately serve the educational needs of each scholar.

Compass operates in accordance with CA Education code 51745 (c) which states "An individual with exceptional needs, as defined in Section 56026, may participate in independent study, if the pupil's individualized education program developed pursuant to Article 3 (commencing with Section 56340) of Chapter 4 of Part 30 specifically provides for that participation. If a parent or guardian of an individual with exceptional needs requests independent study pursuant to paragraph (5) of subdivision (a), the pupil's individualized education program team shall make an individualized determination as to whether the pupil can receive a free appropriate public education in an independent study placement. A pupil's inability to work independently, the pupil's need for adult support, or the pupil's need for special education or related services shall not preclude the individualized education program team from determining that the pupil can receive a free appropriate education in an independent study placement.

Compass recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise subjected to discrimination under any program of the School. Any scholar who has an objectively identified disability which substantially limits a major life activity, including, but not limited to, learning is eligible for accommodations by Compass. The learning coach of any scholar suspected of needing or qualifying for accommodations under Section 504 may make a referral for an evaluation in writing to the scholar's Teacher, Counselor, or directly to the Scholar Support Coordinator.

Pursuant to the IDEA and relevant state law, Compass is responsible for identifying, locating, and evaluating children enrolled at Compass with known or suspected disabilities to determine whether a need for special education and related

services exists. This includes children with disabilities who are homeless or foster youth. Compass shall not deny nor discourage any scholar from enrollment solely due to a disability. If you believe your child may be eligible for special education services, please contact the Director of Special Education at 855-937-4227.

A copy of the School's Section 504 Policies and Procedures and the School's Special Education Policy is available upon request at the Central Office and on the School's website within the Compass Board Policy Manual.

Education of Homeless Scholars

The term "homeless children and youth" means individuals who lack a fixed, regular, and adequate nighttime residence. It 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
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 collaboratively with the learning coach and confirmed by the school liaison. 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, CA 91361 | 805-372-0620
ScholarCommunityAdvocate@compasscharters.org

The School Liaison shall ensure that (42 U.S.C. § 11432(g)(6)):

- Homeless scholars are identified by school personnel and through coordination activities with other entities and agencies, and through the annual housing questionnaire administered by Compass Charter Schools.
- Homeless scholars enroll in and have a full and equal opportunity to succeed at Compass.
- 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, any other preschool programs administered by Compass, if any, and referrals to health care services, dental services, mental health services and substance abuse services, housing services, and other appropriate services.
- Learning coaches are informed of the educational and related opportunities available to their scholars and are provided with meaningful opportunities to participate in the education of their scholars.
- Public notice of the educational rights of homeless children is disseminated at places where children receive services, such as schools, shelters, and soup kitchens and in a manner and form understandable to the parents and guardians of homeless youth and unaccompanied youth.
- Enrollment/admissions disputes are mediated in accordance with law, the Compass charter, and Board policy.

- Learning coaches and any unaccompanied youth are fully informed of all transportation services, as applicable.
- School personnel providing services receive professional development and other support.
- 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.
- 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 under section 480 of the Higher Education Act of 1965 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 described in section 483 of the Act.

The California Department of Education publishes a list of the contact information for the Homeless Education Liaisons in the state, which is available at www.cde.ca.gov/sp/hs.

Housing Questionnaire: Charter School shall administer a housing questionnaire for purposes of confirming residency and identifying homeless children and youth. Charter School shall ensure that the housing questionnaire is based on the best practices developed by the CDE. Charter School shall annually provide the housing questionnaire to all parents/guardians of scholars and to all unaccompanied youths at Charter School. The housing questionnaire shall include an explanation of the rights and protections a scholar 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 English, and if fifteen (15) percent or more of the scholars enrolled at Charter School speak a single primary language other than English, it shall also be written in the primary language. The questionnaire shall be translated into other languages upon request of a scholar's parent/guardian or an unaccompanied youth. Charter School shall collect the completed housing questionnaires and annually report to the CDE the number of homeless children and youths and unaccompanied youths enrolled.

High School Graduation Requirements: Homeless scholars who transfer to Compass Charter Schools 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 the Charter School 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 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 many 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 educational rights 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:

- 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.
- 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.
- Provide information to the scholar about transfer opportunities available through the California Community Colleges.
- 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 scholar 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.

Education of Foster and Mobile Youth

Definitions: For the purposes of this annual notice the terms are defined as follows:

1. "Foster youth" refers to any of the following:

    a. A child who is the subject of a petition filed has been removed from their home pursuant Welfare and Institutions Code ("WIC") section 309 (whether or not the child has been removed from the child's home by juvenile.
    b. A child who is the subject of a petition filed pursuant to WIC section 602, has been removed from the child's home by the juvenile court, and/or is in foster care.
    c. A nonminor the subject of a petition filed under the transition jurisdiction of the juvenile court, as described in WIC section 450, who satisfies all of the following criteria:
        i. The nonminor has attained 18 years of age while under an order of foster care placement by the juvenile court.
        ii. The nonminor is in foster care under the placementWelfare and care responsibility of the county welfare department, county probation department, Indian tribe, consortium of tribes,Institutions Code section 300 or tribal organization.
        iii. The nonminor is participating in a transitional independent living case plan.
    d. A dependent child of the court of an Indian tribe, consortium of tribes, or tribal organization602. This includes children who are the subject of a petition filed in the tribal cases in dependency court and juvenile justice court.[1]
    e. A child who is the subject of a voluntary placement agreement, as defined in WIC section 11400.
2. "Former juvenile court school pupils" refers to a scholar who, upon completion of the scholar 's second year of high school, transfers from a juvenile court school to the Charter School.
3. "Child of a military family" refers to a scholar who resides in the household of an active duty military member.
4. "Currently Migratory Child" refers to a child who, within the last 12-months, has moved with a parent, guardian, or other person having custody to the Charter School from another Local Educational Agency ("LEA"), either within California or from another state, in order that the child or a member of the child's immediate family might secure temporary or seasonal employment in an agricultural or fishing activity, and whose parents or guardians have been informed of the child's eligibility for migrant education services. This includes a child who, without the parent/guardian, has continued to migrate annually to secure temporary or seasonal employment in an agricultural or fishing activity.
5. "Pupil participating in a newcomer program" means a pupil who is participating in a program designed to meet the academic and transitional needs of newly arrived immigrant pupils that has as a primary objective the development of English language proficiency.

Within this notice, foster youth, former juvenile court school pupils, a child of a military family, a currently migratory child, and a pupil participating in the newcomer program will be collectively referred to as "Foster and Mobile Youth." Within this notice, a parent, guardian, or other person holding the educational rights for a Foster and Mobile Youth will be referred to as a "parent."

Foster and Mobile Youth Liaison: The Superintendent & CEO or designee designates the following staff person as the Liaison for Foster and Mobile Youth:

Karla Gonzalez | Scholar Community Advocate
850 Hampshire Road, Suite R | Thousand Oaks, CA 91361 | 805-372-0620
ScholarCommunityAdvocate@compasscharters.org

The Foster and Mobile Youth Liaison's responsibilities include but are not limited to the following:

- Ensuring and facilitating the proper educational placement, enrollment in school, and checkout from school of foster children.
- Assisting foster children when transferring from one school to another school in ensuring proper transfer of credits, records and grades.

School Stability: The Charter School will work with foster youth and their parent/guardian to ensure that each pupil is placed in the least restrictive educational programs, and has access to the academic resources, services, and extracurricular and enrichment activities that are available to all pupils, including, but not necessarily limited to, interscholastic sports. All decisions regarding a foster youth's education and placement will be based on the best interest of the child and shall consider, among other factors, educational stability and the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress.

Foster youth, currently migratory children and children of military families have the right to remain in their school of origin if it is in their best interest. The Charter School will immediately enroll a foster youth, currently migratory child or child of a military family seeking re-enrollment in the Charter School as the scholar's school of origin (subject to the Charter School's capacity and pursuant to the procedures stated in the Charter School's charter and Board policy). If a dispute arises regarding a foster youth's request to remain in the Charter School as the school of origin, the foster youth has the right to remain in the Charter School pending the resolution of the dispute. The Charter School will also immediately enroll any foster youth, currently migratory child or child of a military family seeking to transfer to the Charter School (subject to the Charter School's capacity and pursuant to the procedures stated in the Charter School's charter and Board policy) regardless of the scholar's ability to meet normal enrollment documentation or uniform requirements (e.g. producing medical records or academic records from a previous school).

Foster youth, currently migratory children, and children of military families have the right to remain in their school of origin following the termination of the child's status as a foster youth, currently migratory child or child of a military family, as follows:

- For scholars in Kindergarten through eighth grade, inclusive, the scholar will be allowed to continue in the school of origin through the duration of the academic year in which the scholar's status changed.
- For scholars enrolled in high school, the scholar will be allowed to continue in the school of origin through graduation.

Graduation Requirements: Foster and Mobile Youth who transfer to the Charter School any time after the completion of their second year of high school, and pupils participating in a newcomer program who are in their third or fourth 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 the Charter School 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 Foster and Mobile Youth 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. In the case of a pupil participating in a newcomer program, enrollment in grade 11 or 12 may be used to determine whether the scholar is in their third or fourth year of high school.

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 parent/guardian, and where applicable, the scholar's social worker or probation officer, 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 parent/guardian how any of the requirements that are waived will affect the pupil'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 court's jurisdiction terminates or the scholar no longer meets the definition of a child of military family, a currently migratory child or a pupil participating in a newcomer program.

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 educational rights 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:

- 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.
- 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.
- Provide information to the scholar about transfer opportunities available through the California Community Colleges.
- 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 Foster and Mobile Youth.

The Charter School will provide Foster and Mobile Youth 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 pupil is reasonably able to complete the requirements in time to graduate from high school. When partial credit is awarded in a particular course, the Foster and Mobile Youth 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.

Scholar Records: When the Charter School receives a transfer request and/or scholar records request for the educational information and records of a foster youth from a new local educational agency ("LEA"), the Charter School shall provide these scholar records within two (2) business days. The Charter School shall compile the complete educational record of the pupil, including but not limited to a determination of seat time, full or partial credits earned, current classes and grades, immunization and other records, and, if applicable, a copy of the pupil's special education records including assessments, IEPs, and/or 504 plans. All requests for scholar records will be shared with the Foster and Mobile Youth Liaison, who shall be aware of the specific educational record keeping needs of Foster and Mobile Youth.

The Charter School shall not lower a foster youth's grades as a result of the scholar's absence due to a verified court appearance, related court ordered activity, or a change in the placement of the scholar made by a county or placing agency. If a foster youth is absent from school due to a decision to change the placement of the scholar made by a county or placing agency, the grades and credits of the pupil will be calculated as of the date the scholar left the Charter School.

In accordance with the Charter School's Educational Records and Scholarly Information Policy, under limited circumstances, the Charter School may disclose scholar records or personally identifiable information contained in those records to certain requesting parties including but not limited to a foster family agency and state and local authorities within a juvenile justice system, without parent/guardian consent. Scholars who are 16 years of age or older or have finished 10th grade may access their own school records.

Discipline Determinations: If the Charter School intends to extend the suspension of any foster/ youth pending a recommendation for expulsion, the Charter School will invite the scholar's attorney and an appropriate representative from the relevant county agency to participate in the meeting at which the extension of the suspension will be discussed.

If the Charter School intends to suspend for more than ten (10) consecutive school days or expel a scholar with a disability who is also a foster youth due to an act for which the recommendation for expulsion is discretionary, the Charter School will invite the scholar's attorney and an appropriate representative from the relevant county agency to participate in the Manifestation Determination Review meeting.

Complaints of Noncompliance: A complaint of noncompliance with any of the requirements outlined above may be filed through the Charter School's Uniform Complaint Policy and Procedures. A copy of the Uniform Complaint Policy and Procedures is available upon request at the Central Office and on the school website within the Compass Board Policy Manual.

Academic Integrity and Plagiarism

Academic dishonesty includes cheating, plagiarism and any attempt to obtain credit for academic work through fraudulent, deceptive, or dishonest means. Compass takes academic dishonesty in any form seriously, and it will not be tolerated.

Some examples include:

- Using or turning in another person's work and claim as your own;
- Copying from text, a website, or other course material;
- Claiming work generated by Artificial Intelligence (AI) as your own;
- Using or attempting to use unauthorized materials or information in any academic exercise;
- Hiring someone to write a paper;
- Buying a paper or project;
- Sharing files;
- Copying from another person's work;
- Letting a friend or learning coach do the work for you.
- Claiming Artificial Intelligent (AI) generated work as your own, or using AI in instances where prohibited by a teacher or course.

What is Plagiarism?

Merriam-Webster online dictionary defines plagiarism as "the act of using another person's words or ideas without giving credit to that person: the act of plagiarizing something."

To plagiarize means:

- to steal and pass off (the ideas or words of another) as one's own;
- to use (another's production) without crediting the source;
- to commit literary theft or fraud; or
- to present as new and original an idea or product derived from another source.

See http://www.plagiarism.org/plagiarism-101/what-is-plagiarism for more information.

How to Avoid Plagiarism

Scholars must give credit to the source for any information that is not either the result of original research or common knowledge. For example, it would be necessary to give credit to an author who provided an argument about the importance of the Emancipation Proclamation in the American Civil War. Conversely, major historical facts, such as the dates of the American Civil War, are considered common knowledge and do not require that credit be given to a particular author. If a scholar borrows the exact words of another author, the scholar must cite the source. If scholars are unsure whether or not they should cite, they should ask their teachers for guidance. Teachers will dictate which citation format should be used and what the guidelines are for their course.

Find more information about plagiarism and how to avoid it at owl.english.purdue.edu/owl/resource/589/01/.

If you use Artificial Intelligence (AI) in your process, disclose how you used AI with your work. Ask your teacher for specific requirements.

Consequences for Academic Dishonesty

Failure to abide by Compass standards of academic dishonesty by violating academic integrity will result in the following consequences:

In each of the offenses, the work that is deemed as plagiarized will not be accepted.

1st Offense - Warning

- If a scholar violates academic integrity, the teacher will notify the learning coach and Coordinator.
- The scholar will receive a written warning from the teacher in the form of a behavior contract, which will require both the learning coach and scholar signatures to be returned to the teacher. This will be sent via and email with a read receipt.
- The scholar will be permitted to re-submit the work.

2nd Offense

- If a scholar is caught violating academic integrity a second time, with any teacher, the teacher will notify the learning coach and Coordinator.
- The scholar will receive a "0" on the assignment that was plagiarized and a 2nd behavior contract will be sent to be signed by both the learning coach and the scholar, and returned to the teacher. Notification will be sent via certified mail and email with a read receipt.
- The Coordinator will schedule a meeting with the teacher, the scholar and the learning coach.

3rd Offense

- If a scholar is caught violating academic integrity a third time the teacher will notify the learning coach, Coordinator and Program Director.
- The scholar will receive a "0" on the assignment that was plagiarized and the scholar will be placed on Academic Probation. The scholar will receive a notification of this to be signed by both the Learning Coach and scholar's Notification will be sent via certified mail and email.
- A meeting will be held with the Program Director, Coordinator, teacher, Learning Coach and scholar.

4th Offense

- If a scholar is caught violating academic integrity a fourth time the teacher will notify the learning coach, Coordinator and Program Director.
- The course is locked until a recommendation is made by the Disciplinary Action Committee (DAC). The scholar will receive a behavior contract notifying them of this via certified mail.
- The scholar goes before the DAC to determine whether further discipline will be recommended, using the processes outlined in the CCS charter document, available on the CCS website and at the Central Office.

Academic Probation

Any scholar failing to meet minimum academic standards in his/her courses, or participating in academic dishonesty, as determined by the Program Director, may be placed on academic probation. Scholars on academic probation will be expected to participate in academic interventions as determined by their teacher or director. Scholars on academic probation may not be permitted to attend field trips or participate in scholar clubs until off academic probation.

Field Trips & In-Person Events

Participation

Scholars enrolled in CCS (and their legal guardians, extended family members, and siblings based on age and capacity) may attend School field trips and events. Legal guardians, extended family members, and siblings must cover their own costs to attend. Educational Support Resources cannot be used to pay for field trips and events. All guests are required to provide their own transportation to and from events held by Compass. Once CCS has made payments to the field trip or event venue, no refunds for those additional costs will be processed.

All guests attending field trips and events are expected to follow the established requirements, rules, and guidelines shared by the Engagement Department for the event to ensure a safe and enjoyable experience for everyone. This includes examples such as arriving on time, following instructions, and demonstrating respectful behavior throughout the event.

Guests who do not follow these requirements, rules, and guidelines may be subject to appropriate actions, such as being asked to leave an activity, early dismissal, or adjustments to future participation. Continued or serious violations may impact eligibility for future events and field trips. By joining the trip, guests acknowledge and agree to uphold these expectations, contributing to a successful and enriching experience for all.

Permission Slips

No scholar will be permitted to go on a field trip, event, or excursion without a permission slip signed by the scholar's legal guardian. A new permission slip must be submitted for every scholar for each field trip, event, or excursion. One (1) copy of the permission slip shall be filed with the Engagement Department, and one (1) copy shall be given to the staff member(s) going on the field trip or attending the event.

Supervision

The sponsoring staff member(s) must be present to supervise the field trip, event, or excursion. The emergency contact for each scholar will be designated on the event permission slip.

Scholars are under the jurisdiction of the School at all times during the field trip and school rules are to be adhered to at all times.

Transferring Tickets

No person attending the field trip or event can independently transfer a ticket purchased for a field trip or event to other individuals. Please inform the Engagement Department, in writing, if you are unable to attend a field trip or event. The Engagement Department will then determine how to transfer tickets, if possible.

Role of Volunteer Learning Coaches on Field Trips and at Events

Volunteers are needed to participate in all field trips, events, and excursions to assist with supervision of scholar(s). The CCS group and those assisting in supervising scholars shall receive clear information regarding their responsibilities from the Engagement Department or sponsoring staff member. Prior to the field trip, event, or excursion, the Engagement Department or sponsoring teacher may hold a required meeting for these volunteer learning coaches/approved adults scheduled to accompany CCS group as supervisors to discuss, among other things, safety and the importance of safety-related rules for the field trip, event, or excursion, how to keep a group together and what to do if an emergency occurs.

In any situation, volunteer learning coaches and/or approved adults shall not consume alcohol or use controlled substances (except for medications taken under a physician's orders) while accompanying and/or supervising scholars on a field trip, event, or excursion.

One to One Eligibility and Accommodations

While we welcome family engagement, learning coaches and parents are generally not permitted to attend overnight or ratio-restricted trips. In accordance with federal and state law, 1:1 adult supervision or parent chaperone accommodations are reserved for scholars with a documented medical or educational necessity as established through a formal Individualized Education Program (IEP) or Section 504 Plan. Requests for such accommodations must be vetted through the scholars IEP or 504 team, well in advance of trip registration to ensure that the requested support is necessary, that adult capacity at the venue is available, and that all safety and background clearance requirements are met. Compass cannot guarantee accommodations for requests made outside of this formal evaluation process.

Scholar Organizations and Clubs

Scholar Leadership Council

To ensure compliance with Board requirements and other applicable lawful regulations, the Scholar Leadership Council will be advised by the Superintendent & CEO. The Superintendent & CEO, as advisor, will establish a fair process for the nomination and election of officers for President, Vice President, Secretary, and Treasurer. The body shall generally determine all other rules for its operation and activities consistent with the established school rules.

Scholar Clubs

Scholars may establish organizations or clubs, so long as approval is obtained by the Engagement Department. Scholars can sign themselves up to participate in scholar clubs and/or learning coaches can sign scholars up to participate in scholar clubs. Learning coaches should have a conversation with their scholar(s) about which club(s) they would like to join and support their scholars' club registration(s) as needed.

Approval

A scholar organization's constitution and by-laws may be prepared through the cooperative work of the scholars and staff. A copy of the constitution and by-laws must be submitted to the Engagement Department, for initial review to ensure consistency with school rules.

Fundraising

The Board shall provide for the supervision of all funds raised by any student body or scholar organization using CCS' name. CCS shall also be responsible to periodically audit the funds of the organization. All fundraising must receive prior approval of the Superintendent & CEO. Further, fundraising activities shall not be conducted during instructional time.

Revocation of Privileges

A scholar organization may have its privilege to meet on school property or at a school sponsored event revoked if they engage in conduct which is in violation of this policy, disruptive to the educational process, damages school property or is in violation of any law. Scholar organizations or their members shall not engage in any activity which coerces, pressures, embarrasses or unduly influences other scholars to participate in any meeting.

Payment Submission Refund Policy and Procedure

I. Purpose

This policy and procedure establishes the guidelines for processing refunds for extracurricular programs, including but not limited to in-person events, virtual events, and other offerings held by Compass Charter Schools.

II. General Guidelines

Compass Charter Schools aims to provide diverse extracurricular opportunities for all scholars. To ensure the fiscal health of these programs, the following refund standards apply:

- Payment Status: Refunds will only be considered if the funds have not yet been disbursed to a third-party vendor or processed as an irrevocable payment by the Charter School.
- Voluntary Nature: As an independent study school in California, participation in these specific extracurricular activities is voluntary.
- Equipment/Materials: Any physical materials or kits provided as part of the event must be returned (unless otherwise noted by Compass Charter Schools) in original, unused condition before a refund is finalized.

III. Non-Refundable Circumstances

Refunds will not be approved in the following scenarios:

1. Vendor Commitment: Once payment has been processed to a vendor (e.g., museum admission, workshop facilitator, venue rental for celebrations), the school cannot recoup these costs.
2. No-Shows: Failure to attend an in-person or virtual event without following the scholar refund request process (as defined in the Scholar Refund Request Form) results in a forfeiture of the fee.

IV. Approval Authority

The Chief Business Officers (or designee) shall have the final authority to approve or deny refund requests based on the criteria above.

V. Submission & Procedural Requirements

To initiate a refund review for any extracurricular program, the following procedural requirements must be met:

- Written Request Mandate: All refund reviews must be initiated through the formal submission of the Scholar Refund Request Form in writing. Verbal requests to staff, teachers, or coordinators do not constitute a formal request and will not initiate the review process.
- Submission Deadline: To be eligible for consideration, the written request must be submitted to the Department overseeing the extracurricular program prior to payment being dispersed from Compass to the third-party vendor. Requests submitted after this window are subject to automatic denial.
- Form Requirements: A complete submission must include:
    - Scholar & Activity Identifiers: Full scholar name, scholar email address, grade level, and specific activity details (including date and transaction number).

- Substantiated Reason: A selected reason for the request, such as a scheduling conflict, technical issues (for virtual events), or illness/medical necessity. Note: Compass Charter Schools reserves the right to require a doctor's note for medical-related refund requests.
- Verification of Materials: If physical materials or kits were provided for the program, they must be returned to Compass in their original, unused condition before any approved refund is finalized.

- Processing Timeline: Once a written request is received and verified that payment has not yet left Compass, approved refunds will be processed back to the original form of payment within 14–21 business days.

Nondiscrimination Statement

CCS does not discriminate against any scholar or employee on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, immigration status, religion, religious affiliation, sexual orientation, pregnancy, or any other characteristic that is contained in the definition of hate crimes in the California Penal Code. This policy shall be implemented in a manner consistent with the California Safe Haven Schools Act, ensuring that all school-sponsored activities remain safe and accessible to all California residents regardless of immigration status
CCS adheres to all provisions of federal law related to scholars with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 (ADA), and the Individuals with Disabilities Education Improvement Act of 2004 (IDEA).

CCS does not discourage scholars from enrolling or seeking to enroll in the Charter School for any reason, including, but not limited to, academic performance, disability, neglect or delinquency, English proficiency, for being homeless or a foster/mobile youth, economic disadvantage, nationality, race, ethnicity, or sexual orientation. CCS shall not encourage a scholar currently attending CCS to disenroll or transfer to another school based on any of the aforementioned reasons except in cases of expulsion and suspension or involuntary removal in accordance with the Charter School's charter and relevant policies.

CCS does not request nor require scholar records prior to a scholar's enrollment.

CCS shall provide a copy of the California Department of Education Complaint Notice and Form to any parent, guardian, or scholar over the age of 18 at the following times: (1) when a parent, guardian, or scholar over of the age of 18 inquires about enrollment; (2) before conducting an enrollment lottery; and (3) before disenrollment of a scholar.

CCS is committed to providing a work and educational atmosphere that is free of unlawful harassment under Title IX of the Education Amendments of 1972 (sex), Titles VI, VI, and VII of the Civil Rights Act of 1964 (race, color, or national origin), The Age Discrimination Act of 1975, the IDEA, and Section 504 and Title II of the ADA (mental or physical disability). The School also prohibits sexual harassment, including cyber sexual bullying, and harassment based upon pregnancy, childbirth or related medical conditions, race, religion, religious affiliation, creed, color, immigration status, gender, gender identity, gender expression, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, or any other basis protected by federal, state, local law, ordinance or regulation.

CCS does not condone or tolerate harassment of any type, including discrimination, intimidation, or bullying, including cyber sexual bullying by any employee, independent contractor or other person with which CCS does business, or any other individual, scholar, or volunteer; or community member regardless of position or gender. CCS will promptly and

thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted. CCS will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted. The lack of English language skills will not be a barrier to admission or participation in Charter School's programs or activities. Charter School prohibits retaliation against anyone who files a complaint or who participates or refuses to participate in a complaint investigation.

Compass Charter Schools is committed to safeguarding every scholar's right to a free public education, regardless of their immigration status, the status of their family members, or their religious beliefs.
In accordance with the California Safe Haven Schools Act, the Charter School shall provide instruction and programs designed to educate scholars about the negative impact of bullying others based on their actual or perceived immigration status, religious beliefs, or customs.

Protections against discrimination based on immigration status are further detailed in the Charter School's Comprehensive School Safety Plan, which includes specific procedures for student privacy and staff notification during enforcement actions.

Inquiries, complaints, or grievances regarding harassment as described in this section, above, should be directed to the Charter School Uniform Complaint Procedures ("UCP") Compliance Officer:

Elizabeth Brenner | Superintendent & CEO
850 Hampshire Road, Suite R | Thousand Oaks, California 91361 | (818) 824-6233 | ebrenner@compasscharters.org

A copy of the complete policy shall be available free of charge at CCS' Central Office and on the School's website within the CCS Board Policy Manual.

Notice Regarding Immigration Rights and Resources

In accordance with California law, families are entitled to information about their educational and immigration-related rights. Information regarding the educational rights of immigrant scholars and available immigration resources may be found on the website of the California Attorney General's Office at: https://oag.ca.gov/immigrant This resource includes guidance on scholar rights to a free public education, protections of scholar information, and information regarding interactions with immigration enforcement.

Compass does not collect information regarding the citizenship or immigration status of scholars or their family members except as required by law.

Know Your Immigration Rights | Know Your Educational Rights | Immigration and Family Safety Resources

Scholar Grievances

Compass Charter School has three (3) complaint policies: General Complaint Policy, the Uniform Complaint Policy, and the Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy. A copy of the complete policies shall be available free of charge at CCS' Central Office and on the School's website within the CCS Board Policy Manual.

General Complaint Policy

CCS has adopted a General Complaint Policy to address concerns about the Charter School generally or regarding specific employees. For complaints regarding harassment or perceived violations of state or federal laws, please refer to the Charter School's Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy and/or the Charter School's Uniform Complaint Procedures. For all other complaints, the General Complaint form and accompanying procedures will be available at its Central Office and on the CCS website within the CCS Board Policy Manual (Section 40).

Uniform Complaint Procedure (Annual Notice)

CCS is the local agency primarily responsible for compliance with federal and state laws and regulations governing educational programs.

CCS shall investigate and seek to resolve complaints using policies and procedures known as the Uniform Complaint Procedure ("UCP") adopted by our Board of Directors. The UCP shall be used to resolve the following types of complaints:

1. Complaints alleging unlawful discrimination, harassment, intimidation, or bullying against any protected group on the basis of actual or perceived characteristics of age, ancestry, color, mental disability, physical disability, ethnic group identification, immigration status, citizenship, gender expression, gender identity, gender, genetic information, nationality, national origin, race or ethnicity, religion, medical condition, marital status, sex, or sexual orientation, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, in any CCS program or activity.
2. Complaints alleging a violation of state or federal law or regulation governing the following programs:
    a. Accommodations for Pregnant, Parenting, or Lactating Scholars;
    b. Adult Education;
    c. Career Technical and Technical Education;
    d. Career Technical and Technical Training;
    e. Child Care and Development Programs;
    f. Consolidated Categorical Aid;
    g. Education of Scholars in Foster Care, Scholars who are Homeless, former Juvenile Court Scholars now enrolled in a public school;
    h. Every Student Succeeds Act;
    i. Migrant Education Programs;
    j. Regional Occupational Centers and Programs;
    k. School Safety Plans; and/or
    l. State Preschool Programs.
3. Complaints alleging noncompliance with laws relating to pupil fees. A pupil enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity. A pupil fee includes, but is not limited to, all of the following:
    a. A fee charged to a pupil as a condition for registering for school or courses, or as a condition for participation in a course or an extracurricular activity, regardless of whether the class or activity is elective or compulsory, or is for credit.
    b. A security deposit, or other payment, that a pupil is required to make to obtain a lock, locker, book, course apparatus, musical instrument, clothes, or other materials or equipment.
    c. A purchase that a pupil is required to make to obtain materials, supplies, equipment, or clothes associated with an educational activity.

    Complaints of noncompliance with laws relating to pupil fees may be filed with the Superintendent & CEO.

4. Complaints alleging noncompliance with the requirements governing the Local Control Funding Formula ("LCFF") or Local Control and Accountability Plans ("LCAP") under Education Code sections 47606.5 and 47607.3, as applicable. If Charter School adopts a School Plan for Student Achievement ("SPSA") in addition to its LCAP, complaints of noncompliance with the requirements of the SPSA under Education Code sections 64000, 64001, 65000, and 65001 shall also fall under the UCP.
5. Complaints alleging noncompliance regarding child nutrition programs established pursuant to Education Code sections 49490-49590 are governed by Title 7, Code of Federal Regulations ("C.F.R.") sections 210.19(a)(4), 215.1(a), 220.13(c), 225.11(b), 226.6(n), and 250.15(d) and Title 5, California Code of Regulations ("C.C.R.") sections 15580 - 15584.
6. Complaints alleging noncompliance regarding special education programs established pursuant to Education Code sections 56000-56865 and 59000-59300 are governed by the procedures set forth in 5 C.C.R. sections 3200-3205 and 34 C.F.R. sections 300.151-300.153.

Complaints other than complaints relating to pupil fees must be filed in writing with the following compliance officer:

Elizabeth Brenner | Superintendent & CEO
850 Hampshire Road, Suite R | Thousand Oaks, California 91361 | (818) 824-6233 | ebrenner@compasscharters.org

Only complaints regarding pupil fees or LCAP compliance may be filed anonymously and only if the anonymous complainant provides evidence or information leading to evidence to support an allegation of noncompliance with laws relating to pupil fees or LCAP.

Complaints alleging unlawful discrimination, harassment, intimidation, or bullying, must be filed within six (6) months from the date the alleged discrimination, harassment, intimidation, or bullying, occurred or the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation, or bullying. All other complaints under the UCP shall be filed not later than one (1) year from the date the alleged violation occurred. For complaints relating to the LCAP, the date of the alleged violation is the date on which Charter School's Board of Directors approved the LCAP or the annual update was adopted by Charter School.

The Compliance Officer responsible for investigating the complaint shall conduct and complete the investigation in accordance with California regulations and the Charter School's UCP Policy. The Compliance Office shall provide the complainant with the final written investigation report within sixty (60) calendar days from the Charter School's receipt of the complaint. This sixty (60) calendar day time period may be extended by written agreement of the complainant.

The complainant has a right to appeal CCS's Decision to the California Department of Education ("CDE") by filing a written appeal within thirty (30) calendar days of the date of Charter School's written Decision, except if Charter School has used its UCP to address a complaint that is not subject to the UCP requirements. The appeal must include a copy of the complaint filed with the Charter School, a copy of Charter School's decision, and the complainant must specify and explain the basis for the appeal of the decision, including at least one of the following:

1. Charter School failed to follow its complaint procedures.
2. Relative to the allegations of the complaint, Charter School's decision lacks material findings of fact necessary to reach a conclusion of law.
3. The material findings of fact in Charter School's decision are not supported by substantial evidence.
4. The legal conclusion in Charter School's decision is inconsistent with the law.
5. In a case in which Charter School's decision found noncompliance, the corrective actions fail to provide a proper remedy.

A complainant who appeals Charter School's decision on a UCP complaint to the CDE shall receive a written appeal decision within sixty (60) calendar days of the CDE's receipt of the appeal, unless extended by written agreement with the complainant or the CDE documents exceptional circumstances and informs the complainant.

Within thirty (30) calendar days of the date of the CDE's appeal decision pursuant to 5 C.C.R. section 4633(f)(2) or (3), either party may request reconsideration by the State Superintendent of Public Instruction ("SSPI") or the SSPI's designee. The request for reconsideration shall specify and explain the reason(s) for contesting the findings of fact, conclusions of law, or corrective actions in the CDE's appeal decision.

If a UCP complaint is filed directly with the CDE and the CDE determines that it merits direct intervention, the CDE shall complete an investigation and provide a written decision to the complainant within sixty (60) calendar days of receipt of the complaint, unless the parties have agreed to extend the timeline or the CDE documents exceptional circumstances and informs the complainant.

If Charter School finds merit in a UCP complaint, or the CDE finds merit in an appeal, Charter School shall take corrective actions consistent with the requirements of existing law that will provide a remedy to the affected scholar and/or parent/guardian as applicable.

A complainant may pursue available civil law remedies outside of the Charter School's complaint procedures. Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders. For unlawful discrimination, harassment, intimidation or bullying complaints arising under state law, however, a complainant must wait until sixty (60) calendar days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies. The moratorium does not apply to injunctive relief and is applicable only if the Charter School has appropriately, and in a timely manner, apprised the complainant of the Complainant's right to file a complaint in accordance with 5 CCR 4622.

A copy of the UCP shall be available upon request free of charge at CCS's Central Office and on the School's website within the CCS Board Policy Manual. For further information on any part of the complaint procedures, including filing a complaint or requesting a copy of the UCP, please contact the Superintendent & CEO.

Title IX, Harassment, Intimidation, Discrimination & Bullying Policy

SECTION 6 – SCHOLAR

Board Policy #38: Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy

Adopted/Ratified: October 3, 3019
Revision Date: June 25, 2022

Discrimination, sexual harassment, harassment, intimidation, and bullying are all disruptive behaviors, which interfere with scholars' ability to learn and negatively affect scholar engagement, diminish school safety, and contribute to a hostile school environment. As such, Compass Charter Schools prohibits any acts of discrimination, sexual harassment, harassment, intimidation, and bullying altogether. This policy is inclusive of instances that occur on any area of the school campus, at school-sponsored events and activities, regardless of location, through school-owned technology, and through other electronic means.

As used in this policy, discrimination, sexual harassment, harassment, intimidation, and bullying are described as the intentional conduct, including verbal, physical, written communication or cyber-bullying, including cyber sexual bullying, based on the actual or perceived characteristics of disability, pregnancy, gender, gender identity, gender expression, nationality, ancestry, race or ethnicity, immigration and citizenship status, religion, religious affiliation, sexual orientation, childbirth or related medical conditions, marital status, age, or association with a person or group with one or more of these actual or perceived characteristics or any other basis protected by federal, state, local law, ordinance or regulation. In addition, bullying encompasses any conduct described in the definitions set forth in this Policy. Hereafter, such actions are referred to as "misconduct prohibited by this Policy."

To the extent possible, CCS will make reasonable efforts to prevent scholars from being discriminated against, harassed, intimidated, and/or bullied, and will take action to investigate, respond, address and report on such behaviors in a timely manner. CCS school staff that witness acts of misconduct prohibited by this Policy will take immediate steps to intervene when safe to do so.

Moreover, CCS will not condone or tolerate misconduct prohibited by this Policy by any employee, independent contractor or other person with which CCS does business, or any other individual, scholar, or volunteer. This Policy applies to all employee, scholar, and volunteer actions and relationships, regardless of position or gender. CCS will promptly and thoroughly investigate any complaint of such misconduct prohibited by this Policy and take appropriate corrective action, if warranted.

Title IX, Harassment, Intimidation, Discrimination and Bullying Coordinator ("Coordinator"):

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850 Hampshire Road, Suite R | Thousand Oaks, California 91361 | (818) 824-6233
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Definitions

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 school because of sex, race or any other protected basis.
- Retaliation for reporting or threatening to report harassment.
- Deferential or preferential treatment based on any of the protected classes above.

Prohibited Unlawful Harassment under Title IX

Title IX (20 U.S.C. § 1681 *et. seq*; 34 C.F.R. Part 106) and California state law prohibit harassment on the basis of sex. In accordance with these existing laws, discrimination on the basis of sex in education institutions is prohibited. All persons, regardless of sex, are afforded equal rights and opportunities and freedom from unlawful discrimination in education programs or activities conducted by CCS.

CCS is committed to providing an educational environment free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action.

Sexual harassment consists of sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when: (a) Submission to the conduct is explicitly or implicitly made a term or a condition of an individual's employment, education, academic status, or progress; (b) submission to, or rejection of, the conduct by the individual is used as the basis of employment, educational or academic decisions affecting the individual; (c) the conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment; and/or (d) submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the educational institution.

It is also unlawful to retaliate in any way against an individual who has articulated a good faith concern about sexual harassment against themselves or against another individual.

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.
    - 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 individual for submitting to sexual conduct, including soliciting or attempting to solicit any individual to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct.
    - Subjecting or threats of subjecting a scholar to unwelcome sexual attention or conduct or intentionally making the scholar’s academic performance more difficult because of the scholar’s sex.
- Sexual or discriminatory displays or publications anywhere in the educational environment, 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 or possessing any such material to read, display or view in the educational environment.

- Reading publicly or otherwise publicizing in the educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic.
- Displaying signs or other materials purporting to segregate an individual by sex in an area of the educational environment (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.

Prohibited Bullying

Bullying is defined as any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act. Bullying includes one or more acts committed by a scholar or group of scholars that may constitute as sexual harassment, hate violence, or creates an intimidating and/or hostile educational environment, directed toward one or more scholars that has or can be reasonably predicted to have the effect of one or more of the following:

1. Placing a reasonable pupil* or pupils in fear of harm to that pupil's or those pupils' person or property.
2. Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
3. Causing a reasonable pupil to experience a substantial interference with his or her academic performance.
4. Causing a reasonable pupil to experience a substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by CCS.

* "Reasonable pupil" is defined as a pupil, including, but not limited to, an exceptional needs pupil, who exercises care, skill and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs.

Cyberbullying is an electronic act that includes the transmission of harassing communication, direct threats, or other harmful texts, sounds, video, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

Electronic act means the creation and/or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

1. A message, text, sound, video, or image.
2. A post on a social network Internet Web site including, but not limited to:
    a. Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in the definition of "bullying," above.
    b. Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in the definition of "bullying," above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
    c. Creating a false profile for the purpose of having one or more of the effects listed in the definition of "bullying," above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
3. An act of "Cyber sexual bullying" including, but not limited to:
    a. The dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual

recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in definition of "bullying," above. A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

b. "Cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

4. Notwithstanding the definitions of "bullying" and "electronic act" above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

Grievance Procedures

1. Scope of Grievance Procedures

CCS will comply with its Uniform Complaint Procedures ("UCP") policy when investigating and responding to complaints alleging unlawful harassment, discrimination, intimidation or
bullying against a protected group or on the basis of a person's association with a person or group with one or more of the protected characteristics set forth in the UCP that:

a. Are written and signed;
b. Filed by an individual who alleges that they have personally suffered unlawful discrimination, harassment, intimidation or bullying, or by one who believes any specific class of individuals has been subjected to discrimination, harassment, intimidation or bullying prohibited by this Policy, or by a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying; and
c. Submitted to the CCS UCP Compliance Officer not later than six (6) months from the date the alleged unlawful discrimination, harassment, intimidation or bullying occurred, or the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying.

The following grievance procedures shall be utilized for reports of misconduct prohibited by this Policy that do not comply with the writing, timeline, or other formal filing requirements of a uniform complaint. For formal complaints of sexual harassment, CCS will utilize the following grievance procedures in addition to its UCP when applicable.

2. Reporting

All staff are expected to provide appropriate supervision to enforce standards of conduct and, if they observe or become aware of misconduct prohibited by this Policy, to intervene as soon as it is safe to do so, call for assistance, and report such incidents. The Board requires staff to follow the procedures in this policy for reporting alleged acts of misconduct prohibited by this Policy.

Any scholar who believes they have been subject to misconduct prohibited by this Policy or has witnessed such prohibited misconduct is encouraged to immediately report such misconduct to the Coordinator:

Elizabeth Brenner | Superintendent & CEO
850 Hampshire Road, Suite R | Thousand Oaks, California 91361 | (818) 824-6233
ebrenner@compasscharters.org

Complaints regarding such misconduct may also be made to the U.S. Department of Education, Office for Civil Rights.

While submission of a written report is not required, the reporting party is encouraged to submit a written report to the Coordinator. Oral reports shall also be considered official reports. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

Scholars are expected to report all incidents of misconduct prohibited by this Policy or other verbal, or physical abuses. Any scholar who feels she/he is a target of such behavior should immediately contact a teacher, counselor, the Superintendent/CEO, the Coordinator, a staff person or a family member so that she/he can get assistance in resolving the issue in a manner that is consistent with this Policy.

CCS acknowledges and respects every individual's right to privacy. All reports shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process. This includes keeping the identity of the reporter confidential, as appropriate, except to the extent necessary to carry out the investigation and/or to resolve the issue, as determined by the Coordinator or administrative designee on a case-by-case basis.

CCS prohibits any form of retaliation against any reporter in the reporting process, including but not limited to a reporter's filing of a complaint or the reporting of instances of misconduct prohibited by this Policy. Such participation shall not in any way affect the status, grades, or work assignments of the reporter.

All supervisors of staff will receive sexual harassment training within six (6) months of theirassumption of a supervisory position and will receive further training once every two (2) years thereafter. All staff will receive sexual harassment training and/or instruction concerning sexual harassment as required by law.

3. Supportive Measures

Upon the receipt of an informal or formal complaint of sexual harassment, the Coordinator will promptly contact the complainant to discuss the availability of supportive measures. The Coordinator will consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint of sexual harassment, and explain the process for filing a formal complaint of sexual harassment.

Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint of sexual harassment or where no formal complaint of sexual harassment has been filed. Such measures are designed to restore or preserve equal access to CCS' education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or CCS' educational environment, or deter sexual harassment. Supportive measures available to complainants and respondents may include but are not limited to counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. CCS' will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of CCS' to provide the supportive measures.

4. Investigation and Response

Upon receipt of a report of misconduct prohibited by this Policy from a scholar, staff member, parent, volunteer, visitor or affiliate of CCS, the Coordinator or administrative designee will promptly initiate an investigation. In most cases, a thorough investigation will take no more than seven (7) school days. If the Coordinator, or designee determines that an investigation will take longer than seven (7) school days, he or she will inform the complainant and any other relevant parties and provide an approximate date when the investigation will be complete.

At the conclusion of the investigation, the Coordinator or designee will meet with the complainant and, to the extent possible with respect to confidentiality laws, provide the complainant with information about the investigation, including any actions necessary to resolve the incident/situation. However, in no case may the Coordinator or designee reveal confidential information related to other scholars or employees, including the type and extent of discipline issued against such scholars or employees.

For investigations of and responses to formal complaints of sexual harassment, the following grievance procedures will apply:

- Notice of the Allegations
    - Upon receipt of a formal complaint of sexual harassment, the Coordinator (or designee) will give all known parties written notice of its grievance process, including any voluntary informal resolution process. The notice will include:
        - A description of the allegations of sexual harassment at issue and to the extent known, the identities of the parties involved in the incident, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident;
        - A statement that the respondent is presumed not responsible for the alleged conduct until a final decision is reached;
        - A statement that the parties may have an advisor of their choice, who may be an attorney, and may inspect and review evidence; and
        - A statement that CCS prohibits an individual from knowingly making false statements or knowingly submitting false information during the grievance process.
- Emergency Removal
    - CCS may place a non-student employee respondent on administrative leave during the pendency of a formal complaint of sexual harassment grievance process in accordance with CCS's policies.
    - CCS may remove a respondent from CCS' education program or activity on an emergency basis, in accordance with CCS' policies, provided that CCS undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.
    - This provision may not be construed to modify any rights under the IDEA, Section 504, or the ADA.
- Informal Resolution
    - If a formal complaint of sexual harassment is filed, CCS may offer a voluntary informal resolution process, such as mediation, to the parties at any time prior to reaching a determination regarding responsibility. If CCS offers such a process, it will do the following:
        - Provide the parties with advance written notice of:
            - The allegations;
            - The requirements of the voluntary informal resolution process including the circumstances under which the parties are precluded from resuming a formal complaint of sexual harassment arising from the same allegations;
            - The parties' right to withdraw from the voluntary informal resolution process and resume the grievance process at any time prior to agreeing to a resolution; and
            - Any consequences resulting from participating in the voluntary informal resolution process, including the records that will be maintained or could be shared; and
        - Obtain the parties' advance voluntary, written consent to the informal resolution process.
    - CCS will not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

- Investigation Process
    - The decision-maker(s) will not be the same person(s) as the Coordinator or the investigator. CCS shall ensure that all decision-makers and investigators do not have a conflict of interest or bias for or against complainants or respondents.
    - In most cases, a thorough investigation will take no more than twenty-five (25) school days. If the investigator determines that an investigation will take longer than twenty-five (25) school days and needs to be delayed or extended due to good cause, the investigator will inform the complainant and any respondents in writing of the reasons for the delay or extension and provide an approximate date when the investigation will be complete.
    - The parties will be provided with an equal opportunity to present witnesses, to inspect and review any evidence obtained that is directly related to the allegations raised, and to have an advisor present during any investigative meeting or interview.
    - The parties will not be prohibited from discussing the allegations under investigation or to gather and present relevant evidence.
    - A party whose participation is invited or expected at an investigative meeting or interview will receive written notice of the date, time, location, participants, and purpose of the meeting or interview with sufficient time for the party to prepare to participate.
    - Prior to completion of the investigative report, CCS will send to each party and the party's advisor, if any, a copy of the evidence subject to inspection and review, and the parties will have at least ten (10) days to submit a written response for the investigator's consideration prior to the completion of the investigation report.
    - The investigator will complete an investigation report that fairly summarizes all relevant evidence and send a copy of the report to each party and the party's advisor, if any, at least ten (10) days prior to the determination of responsibility.
- Dismissal of a Formal Complaint of Sexual Harassment
    - If the investigation reveals that the alleged harassment did not occur in CCS' educational program in the United States or would not constitute sexual harassment even if proved, the formal complaint with regard to that conduct must be dismissed. However, such a dismissal does not preclude action under another applicable CCS policy.
    - CCS may dismiss a formal complaint of sexual harassment if:
        - The complainant provides a written withdrawal of the complaint to the Coordinator;
        - The respondent is no longer employed or enrolled at CCS; or
        - The specific circumstances prevent CCS from gathering evidence sufficient to reach a decision on the formal complaint or the allegations therein.
    - If a formal complaint of sexual harassment or any of the claims therein are dismissed, CCS will promptly send written notice of the dismissal and the reason(s) for the dismissal simultaneously to the parties.
- Determination of Responsibility
    - The decision-maker(s) will not be the same person(s) as the Coordinator, the investigator or the decision-maker(s) for the appeal.
    - The standard of evidence used to determine responsibility is the preponderance of the evidence standard.
    - Determinations will be based on an objective evaluation of all relevant evidence and credibility determinations will not be based on a person's status as a complainant, respondent, or witness.
    - CCS will send a written decision on the formal complaint to the complainant and respondent simultaneously that describes:
        - The allegations in the formal complaint of sexual harassment;
        - All procedural steps taken including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;

- The findings of facts supporting the determination;
- The conclusions about the application of CCS' code of conduct to the facts;
- The decision and rationale for each allegation;
- Any disciplinary sanctions the recipient imposes on the respondent, and whether remedies designed to restore or preserve equal access to the education program or activity will be provided to the complainant; and
- The procedures and permissible bases for appeals.

All records related to any investigation of complaints under this Policy are maintained in a secure location.

5. Consequences

Scholars or employees who engage in misconduct prohibited by this Policy, knowingly make false statements or knowingly submit false information during the grievance process may be subject to disciplinary action up to and including suspension and/or expulsion from CCS or termination of employment. The Coordinator is responsible for effective implementation of any remedies ordered by CCS in response to a formal complaint of sexual harassment.

6. Right of Appeal

Should the reporting individual find the Coordinator's resolution unsatisfactory, the reporting individual may, within five (5) business days of notice of CCS' decision or resolution, submit a written appeal to the Chair of the Compass Charter Schools Board, who will review the investigation and render a final decision.

The following appeal rights and procedures will apply to formal complaints of sexual harassment:

- The complainant and the respondent shall have the same appeal rights and CCS will implement appeal procedures equally for both parties.
- Within five (5) business days of CCS' written decision or dismissal of the complaint, the complainant or respondent may submit a written appeal to the Coordinator.
- The decision-maker(s) for the appeal will not be the same person(s) as the Coordinator, the investigator or the initial decision-maker(s).
- The complainant and respondent may appeal from a determination regarding responsibility, and from CCS' dismissal of a formal complaint or any allegations therein, on the following bases:
    - Procedural irregularity that affected the outcome of the matter;
    - New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
    - The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.
- CCS will notify the other party in writing when an appeal is filed.
- The decision-maker(s) for the appeal will: 1) give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome; 2) issue a written decision describing the result of the appeal and the rationale for the result; and 3) and provide the written decision simultaneously to both parties.

7. Recordkeeping

All records related to any investigation of complaints under this Policy are maintained in a secure location.

CCS will maintain the following records for at least seven (7) years:

- Records of each sexual harassment investigation, including any determination of responsibility; any audio or audiovisual recording or transcript; any disciplinary sanctions imposed on the respondent; and any remedies provided to the complainant.
- Records of any appeal of a formal sexual harassment complaint and the results of that appeal.
- Records of any informal resolution of a sexual harassment complaint and the results of that informal resolution.
- All materials used to train Title IX coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process.
- Records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment.

COMPASS CHARTER SCHOOLS

TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION & BULLYING COMPLAINT FORM

Your Name: _____Date: _____

Date of Alleged Incident(s): _____

Name 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 (e.g.) 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 CCS 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.

_____ Date:_____

Signature of Complainant

_____

Printed Name

To be completed by the Charter School:

Received by: _____ Date:_____

Follow up Meeting with Complainant held on: _____

Scholar Records, including Records Challenges and Directory Information (Annual Notice)

The Family Educational Rights and Privacy Act ("FERPA") affords Learning Coaches and scholars who are 18 years of age or older ("eligible scholars") certain rights with respect to the scholar's education records. These rights are:

1. The right to inspect and review the scholar's education records within five (5) business days after the day CCS receives a request for access. Learning Coaches or eligible scholars should submit to the CCS Superintendent & CEO or designee a written request that identifies the records they wish to inspect. The CCS official will make arrangements for access and notify the Learning Coach or eligible scholar of the time and place where the records may be inspected.

2. The right to request an amendment of the scholar's education records that the Learning Coach or eligible scholar believes are inaccurate, misleading, or otherwise in violation of the scholar's privacy rights under FERPA.

   Learning Coaches or eligible scholars who wish to ask CCS to amend a record should write to the CCS Superintendent & CEO or designee, clearly identify the part of the record they want changed, and specify why it should be changed. If CCS decides not to amend the record as requested by the Learning Coach or eligible scholar, CCS will notify the Learning Coach or eligible scholar of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the Learning Coach or eligible scholar when notified of the right to a hearing. If the Charter School decides to amend the record as requested by the parent or eligible scholar, the Superintendent & CEO must order the correction or the removal and destruction of the information and inform the parent or eligible scholar of the amendment in writing.

3. The right to provide written consent before CCS discloses personally identifiable information ("PII") from the scholar's education records, except to the extent that FERPA authorizes disclosure without consent.

   One exception, which permits disclosure without consent, is disclosure to CCS officials with legitimate educational interests. A CCS official is a person employed by CCS as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the Board of Directors. A CCS official also may include a volunteer, consultant, vendor, or contractor outside of CCS who performs an institutional service or function for which CCS would otherwise use its own employees and who is under the direct control of CCS with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, therapist, or contracted provider of digital educational platforms and/or services; a parent or scholar volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, scholar, or other volunteer assisting CCS official in performing an institutional service or function. A CCS official has a legitimate educational interest if the official needs to review an education record in order to fulfill their professional responsibility.

   Upon request, CCS discloses education records without consent to officials of another school district in which a scholar seeks or intends to enroll, or is already enrolled if the disclosure is for purposes of the scholar's enrollment or transfer.

Note that CCS will not release information to third parties for immigration-enforcement purposes, except as required by law or court order.

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the School to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are: Student Privacy Policy Office | U.S. Department of Education | 400 Maryland Avenue, SW Washington, DC 20202

5. The right to request that the Charter School not release scholar names, addresses and telephone listings to military recruiters or institutions of higher education without prior written parental consent.

FERPA permits the disclosure of PII from scholar's education records, without consent of the Learning Coach or eligible scholar, if the disclosure meets certain conditions found in §99.31 of the FERPA regulations. Except for disclosures to CCS officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the Learning Coach or eligible scholar, §99.32 of the FERPA regulations requires CCS to record the disclosure. Learning Coaches and eligible scholars have a right to inspect and review the record of disclosures. CCS may disclose PII from the education records of a scholar without obtaining prior written consent of the Learning Coach or the eligible scholar to the following parties:

1. Charter School officials who have a legitimate educational interest as defined by 34 C.F.R. Part 99;
2. Other schools to which a scholar seeks or intends to enroll so long as the disclosure is for purposes related to the scholar's enrollment or transfer. When a scholar transfers schools, the Charter School will mail the original or a copy of a scholar's cumulative file to the receiving district or private school within ten (10) school days following the date the request is received from the public school or private school where the scholar intends to enroll. The Charter School will make a reasonable attempt to notify the parent or eligible scholar of the request for records at the parent's or eligible scholar's last known address, unless the disclosure is initiated by the parent or eligible scholar. Additionally, Charter School will give the parent or eligible scholar, upon request, a copy of the record that was disclosed and give the parent or eligible scholar, upon request, an opportunity for hearing;
3. Certain government officials listed in 20 U.S.C. § 1232g(b)(1) in order to carry out lawful functions;
4. Appropriate parties in connection with a scholar's application for, or receipt of, financial aid if it is necessary to determine eligibility, amount of aid, conditions for aid or enforcing the terms and conditions of the aid;
5. Organizations conducting certain studies for the Charter School in accordance with 20 U.S.C. § 1232g(b)(1)(F);
6. Accrediting organizations in order to carry out their accrediting functions;
7. Parents of a dependent scholar as defined in section 152 of the Internal Revenue Code of 1986;
8. Individuals or entities, in compliance with a judicial order or lawfully issued subpoena. Subject to the exceptions found in 34 C.F.R. § 99.31(a)(9)(i), reasonable effort must be made to notify the parent or eligible scholar of the order or subpoena in advance of compliance, so that the parent or eligible scholar may seek a protective order;
9. Persons who need to know in cases of health and safety emergencies;
10. State and local authorities, within a juvenile justice system, pursuant to specific State law;
11. A foster family agency with jurisdiction over a currently enrolled or former scholar, a short-term residential treatment program staff responsible for the education or case management of a scholar, and a caregiver (regardless of whether the caregiver has been appointed as the scholar's educational rights holder) who has direct responsibility for the care of the scholar, including a certified or licensed foster parent, an approved relative or unrelated extended family member, or a resource family, may access the current or most recent

records of grades, transcripts, attendance, discipline, and online communication on platforms established by Charter School for scholars and parents, and any individualized education program ("IEP") or Section 504 plan that may have been developed or maintained by Charter School; and/or

12. A victim of an alleged perpetrator of a crime of violence or a non-forcible sex offense. The disclosure may only include the final results of the disciplinary proceedings conducted by Charter School with respect to that alleged crime or offense. Charter School disclose the final results of the disciplinary proceeding, regardless of whether Charter School concluded a violation was committed.

"Directory Information" is information that is generally not considered harmful or an invasion of privacy if released. CCS may disclose the personally identifiable information that it has designated as directory information without a parent's or eligible scholar's prior written consent. CCS has designated the following information as directory information:

1. Scholar's name
2. Scholar's address
3. Learning Coach's address
4. Telephone listing
5. Scholar's electronic mail address
6. Learning Coach's electronic mail address
7. Photograph/video
8. Date and place of birth
9. Dates of attendance
10. Grade level
11. Degrees, honors, and awards received
12. Participation in officially recognized activities and sports
13. The most recent educational agency or institution attended
14. Scholar ID number, user ID, or other unique personal identifier used to communicate in electronic systems that cannot be used to access education records without a PIN, password, etc. (A scholar's social security number, in whole or in part, cannot be used for this purpose.)

If you do not want CCS to disclose directory information from your scholar's education records without your prior written consent, you must notify the School in writing at the time of enrollment or re-enrollment. Please notify the Superintendent & CEO at ebrenner@compasscharters.org. A copy of the complete Policy is available upon request at the Central Office and on the School's website within the CCS Board Policy Manual.

Voluntary Withdrawal from CCS

1. If a scholar decides to withdraw, the scholar's learning coach communicates the decision through their ST and/or counselor.
2. The teacher notifies the Registrar who sends the learning coach an email and form to confirm the withdrawal.
3. Once the withdrawal is completed the Registrar will email the Learning Coach a letter showing the scholar has been withdrawn that can be given to the scholar's new school.
4. If a scholar willfully damages CCS' property or the personal property of a CCS employee, or fails to return a textbook, library book, computer/tablet or other CCS property that has been loaned to the scholar, the scholar's parents/guardians are liable for all damages caused by the scholar's misconduct not to exceed ten thousand dollars ($10,000), adjusted annually for inflation. After notifying the scholar's parent or guardian in writing of the scholar's alleged misconduct and affording the scholar due process, CCS may withhold the scholar's grades, transcripts, and diploma until the damages have been paid. If the scholar and the scholar's parent/guardian are unable to pay for the damages or to return the property, CCS will provide a program of voluntary work for the minor in lieu of the payment of monetary damages. Upon completion of the voluntary work, the scholar's grades and diploma will be released.
5. If a scholar and/or a learning coach makes the decision to withdraw from CCS prior to the end of the semester, they are automatically forfeiting their right to a letter grade for any courses still in progress, and will receive a withdrawn (W) on their transcript.
6. Any coursework completed for courses still in progress during a withdrawal will be lost, and cannot be transferred to a new academic institution. If the course has been 100% completed and letter grade provided by the instructor, the scholar will be awarded the credits earned. Please contact your counselor before you choose to withdraw from CCS.

Tiered Re-Engagement and Involuntary Removal Policy

Aligned with Education Code §§ 51747, 51747.5, 51747.6 and Board Policies #13 and #24

Policy Overview and Purpose

Compass Charter Schools ("Compass") offers independent study as a voluntary educational alternative designed to meet the individualized needs of scholars. No scholar is required to participate in independent study. Because independent study requires consistent engagement, assignment completion, and participation in required synchronous instruction and services, Compass implements a **Tiered Re-Engagement and Independent Study Evaluation (ISE) process**.

These processes are designed to support engagement and determine program appropriateness, intended to:

- Identify and address barriers to participation
- Provide targeted supports
- Determine whether independent study remains the most appropriate educational setting

Tiered Re-Engagement and Reasons for Tiered Re-Engagement

(EC §51747(d); Board Policies #13, #24)

Tiered re-engagement is initiated when a scholar meets one or more of the following criteria:

- **Attendance Deficit**:
  Failure to generate attendance for more than 10% of required instructional time over four continuous weeks
- **Synchronous Instruction Non-Participation**:
  Failure to participate 50% or more of scheduled synchronous instruction in a school month (as applicable by grade span)
- **Master Agreement (MA) Violations**:
  Including, but not limited to:
  - More than 10% behind in course pacing or failure to complete at least 90% of assigned work in a learning period
  - Earning below 70% in one or more courses
  - Failure to complete all applicable state level assessments that apply to me, which may include: CAASPP, CAA, CAST, PFT, and ELPAC.
  - Failure to complete required benchmark assessments (e.g., STAR)
  - Failure to attend at least 90% of required Special Education services, which include all services stated on the IEP.
  - Failure to attend at least 50% of assigned intervention, resource support, or Designated ELD instruction

Tiered Re-Engagement Supports

(EC §51747(d); Board Policy #24)

Compass will implement the following supports:

- Verification and updating of contact information
- Notification to parent/guardian within one (1) school day of non-attendance or lack of participation
- Outreach to identify barriers, including referrals to health, mental health, or social services when appropriate
- A required **scholar-parent-educator conference** to:
  - Review the Master Agreement
  - Evaluate progress
  - Determine appropriate supports and next steps

Independent Study Evaluation (ISE)

(EC §51747.6; Board Policy #24)

If concerns persist after Tiered Re-Engagement, Compass will conduct an Independent Study Evaluation (ISE) to determine whether independent study remains in the scholar's best interest.

Because independent study is a voluntary program, the purpose of the ISE is to assess **program fit**, not to impose discipline.

An ISE will be initiated when:

- **Missed Assignments**:
  Failure to complete five (5) assignments within any period up to 27 school days
- **Unsatisfactory Educational Progress** (EC §51747(b)):
  Including, but not limited to:
  - Lack of achievement and engagement as indicated by performance on applicable pupil-level measures of achievement and scholar engagement.
  - Failure to participate in required synchronous instruction
  - Failure to attend required meetings or services
  - Failure to complete assignments, assessments, or other indicators that show scholar is working on assignments
  - Not learning required concepts, as determined by the supervising teacher
  - Insufficient progress toward grade-level standards or course completion as determined by the supervising teacher
  - Violations of the Master Agreement (EC §51747(g)).

Definition of Assignments: Assignments may include submitted coursework, completed learning logs, participation in synchronous instruction or live interaction, and attendance at required meetings.

ISE Process and Rights

The ISE includes a conference with all parties to the Master Agreement.

The school team will:

- Review attendance (including time value of work)
- Evaluate assignment completion and demonstration of skills
- Review grades, benchmark assessments, and standardized test data
- Assess compliance with scheduled instructional meetings and services

Parents/guardians (or educational rights holders) will:

- Be invited to participate in the conference
- Have the opportunity to present relevant information or evidence

Additional Protections (IEP/504)

(EC §51747.6; IDEA; Section 504)

For scholars with an IEP or Section 504 Plan:

- The appropriate team will convene to determine whether lack of progress is a manifestation of the scholar's disability or a failure to implement the plan
- No involuntary removal will be finalized until this determination is made

Documentation

A written record of the ISE findings will be maintained as a mandatory interim pupil record for a minimum of three (3) years.

Involuntary Removal Process

For purposes of this policy, **"involuntary removal"** includes disenrollment, dismissal, transfer, or withdrawal from Compass. It **does not include suspension or expulsion** under the school's discipline policy. An ISE must occur before determining any placement change.

Notice Requirements

(EC §51747.6(a); BP #24)

If it is determined that independent study is not in the scholar's best interest:

- A **written Notice of Intent to Remove** will be issued at least five (5) school days prior to the effective date
- The notice will:
    - Be provided in the **primary language** of the parent/guardian or educational rights holder (including for foster youth or homeless youth)
    - Clearly state the reasons for removal
    - Include a copy of the hearing process
    - Explain the right to request a hearing

Hearing Rights and Due Process

(EC §51747.6(a); Board Policy #24)

Families may request a hearing within five (5) calendar days of the notice. If a hearing is requested:

- The scholar will **remain enrolled** until a final decision is issued
- The hearing will follow procedures aligned with Compass' expulsion process

At the hearing, families have the right to:

- Present evidence and witnesses
- Review and respond to the school's evidence
- Question (cross-examine) witnesses
- Be supported by an advocate or legal counsel

If no hearing is requested, the scholar will be withdrawn on the effective date listed in the notice. If a hearing is requested but not attended, the scholar may be withdrawn as of the hearing date. If there is no response to the Notice of Intent or a hearing request, the scholar will be withdrawn on the hearing date.

Final Decision and Notification

- If removal is finalized, Compass will notify the scholar's district of residence within 30 days (Board Policy #24)
- A decision not to remove a scholar does not prevent Compass from reconsidering removal in the future if concerns persist or reoccur

Conditions for Return to Compass

Scholars involuntarily removed through the ISE process may request re-enrollment at the start of a subsequent school year if they:

- Enroll in another school within two (2) weeks of withdrawal
- Remain continuously enrolled until the new school year

Upon re-enrollment, scholars must:

- Participate in **Tier 2 re-engagement supports** for a minimum of 90 days (EC §51747(d); BP #13/24)
- Comply with any previously established ISE action plans
- Attend a required orientation or meeting with school staff

Statement of Intent

This policy is designed to ensure that all scholars are placed in a learning environment that best supports their **academic progress, well-being, and engagement**, consistent with California Independent Study law. Compass remains committed to working in partnership with families to support scholar success.

Parent and Family Engagement Policy

Compass aims to provide all scholars in our school significant opportunity to receive a fair, equitable, and high-quality education, and to close educational achievement gaps while abiding by guidelines within the Elementary and Secondary Education Act (“ESEA”). Compass staff recognizes a partnership with families is essential to meet this goal. Our Parent and Family Engagement Policy leverages and promotes active involvement of all families as partners with schools to ensure scholar success. A copy of Compass Charter School’s complete Policy is available upon request in the Central Office and on the school website within the Board Policy Manual.

Employee Interactions with Scholars

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.

Corporal Punishment

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:**

1. Examples of PERMITTED actions (NOT corporal punishment)
    a. Stopping a scholar from fighting with another scholar;
    b. Preventing a scholar from committing an act of vandalism;
    c. Defending yourself from physical injury or assault by a scholar;
    d. Forcing a scholar to give up a weapon or dangerous object;
    e. 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;
    f. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.
2. Examples of PROHIBITED actions (corporal punishment)
    a. Hitting, shoving, pushing, or physically restraining a scholar as a means of control;
    b. Making unruly scholars do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment;
    c. 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 administrators. 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.

Examples of Specific Behaviors

The following examples are not an exhaustive list:

Unacceptable Staff/Scholar Behaviors (Violations of this Policy)

- Giving gifts to an individual scholar that are of a personal and intimate nature
- Kissing of any kind
- Any type of unnecessary physical contact with a scholar in a private situation
- Intentionally being alone with a scholar away from the school
- Making or participating in sexually inappropriate comments
- Sexual jokes
- Seeking emotional involvement with a scholar for your benefit
- Listening to or telling stories that are sexually oriented
- Discussing inappropriate personal troubles or intimate issues with a scholar in an attempt to gain their support and understanding
- Becoming involved with a scholar so that a reasonable person may suspect inappropriate behavior
- Driving scholars (see policy herein)
- Discussing personal, religious, and/or political beliefs with scholars

Unacceptable Staff/Scholar Behaviors without Parent and Supervisor Permission

(These behaviors should only be exercised when a staff member has parent and Supervisor permission.)

- Giving scholars a ride to/from school or school activities.
- Being alone in a room with a scholar at school with the door closed.
- 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 a better practice or behavior. Staff members should inform their supervisor of the circumstance and occurrence prior to or immediately after the occurrence.)

- Being alone in a room with a scholar at school with the door closed. The only exception to this rule is if it is required for special educational purposes, related to a scholar's Individual Education Plan (IEP). The School Psychologist or employee working in the Special Education Department must have written permission from the scholar's guardian.
- Remarks about the physical attributes or development of anyone.
- Excessive attention toward a particular scholar.
- Sending emails, text messages or letters to scholars if the content is not about school activities.

Acceptable and Recommended Staff/Scholar Behaviors

- Getting parents' written consent for any after-school activity.
- Obtaining formal approval to take scholars off school property for activities such as field trips or competitions.
- E-mails, text, phone and instant messages to scholars must be very professional and pertaining to school activities or courses (Communication should be limited to school technology.)
- Keeping the door open when alone with a scholar.
- Keeping reasonable space between you and your scholars.
- Stopping and correcting scholars if they cross your own personal boundaries.
- Keeping parents informed when a significant issue develops about a scholar.
- Keeping after-course discussions with a scholar professional and brief.
- Asking for advice from fellow staff or Administrators if you find yourself in a difficult situation related to boundaries.
- Involving your supervisor if conflict arises with the scholar.
- Informing your supervisor or the Superintendent & CEO about situations that have the potential to become more severe.
- Making detailed notes about an incident that could evolve into a more serious situation later.
- Recognizing the responsibility to stop unacceptable behavior of scholars or coworkers.
- Asking another staff member to be present if you will be alone with any type of special needs scholar.
- Asking another staff member to be present when you must be alone with a scholar after regular school hours.
- Giving scholars praise and recognition without touching them.
- Pats on the back, high fives and handshakes are acceptable.
- Keeping your professional conduct a high priority.
- Asking yourself if your actions are worth your job and career.

Suspension and Expulsion Policy (Full Board Policy)

Board Policy #: 25

Adopted/Ratified: October 3, 2019

Revision Date: N/A

This Scholar Suspension and Expulsion Policy and Procedures have been established in order to promote learning and protect the safety and well-being of all scholars at CCS. In creating this policy, CCS has reviewed Education Code Section 48900 et seq. which describes the offenses for which scholars at non-charter schools' may be suspended or expelled and the procedures governing those suspensions and expulsions in order to establish its list of offenses and procedures for suspensions, expulsions, and involuntary removal. The language that follows is largely consistent with the language of Education Code Section 48900 et seq. CCS is committed to annual review of policies and procedures surrounding suspensions, expulsions, and involuntary removals, and, as necessary, modification of the lists of offenses for which scholars are subject to suspension, expulsion or involuntary removal.

Consistent with this Policy, it may be necessary to suspend or expel a scholar from CCS. This shall serve as CCS' policy and procedures for scholar suspension, expulsion, and involuntary removal, and it may be amended from time to time without the need to seek a material revision of the charter so long as the amendments comply with legal requirements.

Charter School staff shall enforce disciplinary policies and procedures fairly and consistently among all scholars. This Policy and its Procedures will be printed and distributed annually as part of the Scholar Handbook which will clearly describe discipline expectations.

Discipline includes but is not limited to advising and counseling scholars. 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 school property.

CCS administration shall ensure that scholars and their parents/guardians are notified in writing upon enrollment of all discipline and involuntarily removal policies and procedures. The notice shall state that this Policy and its Procedures are available upon request at the Superintendent/CEO's office..

Suspended or expelled scholars shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A scholar identified as an individual with disabilities or for whom CCS has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA") or who qualifies under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to regular education scholars except when federal and state law requires additional or different procedures. CCS will follow all applicable federal and state laws, including, but not limited to, the IDEA, Section 504, the applicable provisions of the Education Code, and their implementing regulations, when imposing any form of discipline on a scholar identified as an individual with disabilities, for whom CCS has a basis of knowledge of a suspected disability, or who is otherwise qualified for such services or protections in according due process to such scholars.

No scholar shall be involuntarily removed by the Charter School for any reason unless the parent/guardian of the scholar has been provided written notice of intent to remove the scholar no less than five (5) schooldays before the effective date of the action. The written notice shall be in the native language of the scholar or the scholar's parent/guardian or, if the scholar is a foster child or youth or a homeless child or youth, the scholar's educational rights holder, and shall inform the scholar, the scholar's parent/guardian, or educational rights holder of the basis for which the scholar is being involuntarily removed and the scholar's parent/guardian, or educational rights holder's right to request a hearing to challenge the involuntary removal. If a scholar's parent's parent, guardian, or educational rights holder requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the scholar. If the scholar's parent, guardian, or educational rights holder requests a hearing, the scholar shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not remove for misconduct which may be grounds for suspension or expulsion as enumerated below. Scholars may be involuntarily removed for reasons including, but not limited to, failure to comply with the terms of the scholar's independent study Master Agreement pursuant to Education Code Section 51747(c)(4).

Procedures

A. Grounds for Suspension and Expulsion of Scholars

A scholar may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; d) during, going to, or coming from a school-sponsored activity.

B. Enumerated Offenses

1. Discretionary Suspension Offenses. Scholars may be suspended when it is determined the scholar:
   a) Caused, attempted to cause, or threatened to cause physical injury to another person.
   b) Willfully used force or violence upon the person of another, except self-defense.
   c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
   d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
   e) Committed or attempted to commit robbery or extortion.
   f) Caused or attempted to cause damage to school property or private property, which includes, but is not limited to, electronic files and databases.
   g) Stole or attempted to steal school property or private property, which includes, but is not limited to, electronic files and databases.
   h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a scholar.
   i) Committed an obscene act or engaged in habitual profanity or vulgarity.
   j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
   k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. This section shall apply to scholars in any of grades 9 to 12, inclusive.
   l) Knowingly received stolen school property or private property, which includes, but is not limited to, electronic files and databases.
   m) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
   n) Harassed, threatened, or intimidated a scholar who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that scholar from being a witness and/or retaliating against that scholar for being a witness.
   o) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
   p) Engaged in, or attempted to engage in hazing. For the purposes of this policy, “hazing” means a method of initiation or preinitiation into a scholar organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective scholar. For purposes of this policy, “hazing” does not include athletic events or school-sanctioned events.

q) Made terroristic threats against school officials and/or school property, which includes, but is not limited to, electronic files and databases. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars ($1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for their immediate family's safety, or for the protection of school property, which includes, but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.

r) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This provision shall apply to scholars in any of grades 4 to 12, inclusive.

s) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in Education Code Section 233(e). This provision shall apply to scholars in any of grades 4 to 12, inclusive.

t) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a scholar or group of scholars to the extent of having the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder and invading the rights of either school personnel or volunteers and/or scholar(s) by creating an intimidating or hostile educational environment. This provision shall apply to scholars in any of grades 4 to 12, inclusive.

u) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.

v) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a scholar or group of scholars which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more scholars that has or can be reasonably predicted to have the effect of one or more of the following:

    i. Placing a reasonable scholar(defined as a scholar, including, but is not limited to, a scholar with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of his or her age with exceptional needs) or scholars in fear of harm to that scholar's or those scholars' person or property.

    ii. Causing a reasonable scholar to experience a substantially detrimental effect on their physical or mental health.

    iii. Causing a reasonable scholar to experience substantial interference with their academic performance.

    iv. Causing a reasonable scholar to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

        1. "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

            i. A message, text, sound, video, or image.

            ii. A post on a social network Internet Web site including, but not limited to:

                (a) Posting to or creating a burn page. A "burn page" means an Internet Web site

created for the purpose of having one or more of the effects as listed in subparagraph (1) above.

(b) Creating a credible impersonation of another actual scholar for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a scholar for the purpose of bullying the scholar and such that another scholar would reasonably believe, or has reasonably believed, that the scholar was or is the scholar who was impersonated.

(c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious scholar or a profile using the likeness or attributes of an actual scholar other than the scholar who created the false profile.

iii. An act of cyber sexual bullying.

(a) For purposes of this policy, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a scholar to another scholar or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

(b) For purposes of this policy, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

2. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

w) A scholar who aids or abets, as defined in Section 31 of the Penal Code Section 31, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a scholar who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to provisions a) and b), above.

x) Possessed, sold, or otherwise furnished any knife or other dangerous object of not reasonable use to the scholar unless, in the case of possession of any object of this type, the scholar had obtained written permission to possess the item from a certificated school employee, with the Superintendent or designee’s concurrence.

2. Non-Discretionary Suspension Offenses: Scholars must be suspended and recommended for expulsion when it is determined the scholar:

a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the scholar had obtained written permission to possess the item from a certificated school employee, with the Superintendent or designee’s concurrence.

b) Brandished a knife at another person

c) Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.

d) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287,

288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4.

3. Discretionary Expellable Offenses: Scholars may be recommended for expulsion when it is determined the scholar:
   a) Caused, attempted to cause, or threatened to cause physical injury to another person.
   b) Willfully used force or violence upon the person of another, except self-defense.
   c) Unlawfully possessed, used or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
   d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
   e) Committed or attempted to commit robbery or extortion.
   f) Caused or attempted to cause damage to school property or private property, which includes, but is not limited to, electronic files and databases.
   g) Stole or attempted to steal school property or private property, which includes, but is not limited to, electronic files and databases.
   h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of the scholar's own prescription products by a scholar.
   i) Committed an obscene act or engaged in habitual profanity or vulgarity.
   j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
   k) Knowingly received stolen school property or private property, which includes, but is not limited to, electronic files and databases.
   l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
   m) Harassed, threatened, or intimidated a scholar who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that scholar from being a witness and/or retaliating against that scholar for being a witness.
   n) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
   o) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a scholar organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective scholar. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.
   p) Made terroristic threats against school officials and/or school property, which includes, but is not limited to, electronic files and databases. For purposes of this policy, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars ($1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for

their own safety or for their immediate family's safety, or for the protection of school property, which includes, but is not limited to, electronic files and databases, or the personal property of the person threatened or his or her immediate family.

q) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This provision shall apply to scholars in any of grades 4 to 12, inclusive.

r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in Education Code Section 233(e). This provision shall apply to scholars in any of grades 4 to 12, inclusive.

s) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a scholar or group of scholars to the extent of having the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder and invading the rights of either school personnel or volunteers and/or scholar(s) by creating an intimidating or hostile educational environment. This provision shall apply to scholars in any of grades 4 to 12, inclusive.

t) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
    i. "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a scholar or group of scholars which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more scholars that has or can be reasonably predicted to have the effect of one or more of the following:
        1. Placing a reasonable scholar(defined as a scholar, including, but is not limited to, a scholar with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or scholars in fear of harm to that scholar's or those scholars' person or property.
        2. Causing a reasonable scholar to experience a substantially detrimental effect on their physical or mental health.
        3. Causing a reasonable scholar to experience substantial interference with their academic performance.
        4. Causing a reasonable scholar to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
    ii. "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
        1. A message, text, sound, video, or image.
            i. A post on a social network Internet Web site including, but not limited to:
                (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
                (b) Creating a credible impersonation of another actual scholar for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a scholar for the purpose of bullying the scholar and such that another scholar would reasonably believe, or has

reasonably believed, that the scholar was or is the scholar who was impersonated.

(c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious scholar or a profile using the likeness or attributes of an actual scholar other than the scholar who created the false profile.

ii. An act of cyber sexual bullying.

(a) For purposes of this policy, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a scholar to another scholar or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

(b) For purposes of this policy, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

2. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

iii. A scholar who aids or abets, as defined in Penal Code Section 31, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a scholar who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to provisions(a)-(b), above.

iv. Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the scholar unless, in the case of possession of any object of this type, the scholar had obtained written permission to possess the item from a certificated school employee, with the Superintendent or designee's concurrence.

4) Non-Discretionary Expellable Offenses: Scholars must be recommended for expulsion when it is determined that the scholar:

a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the scholar had obtained written permission to possess the item from a certificated school employee, with the Superintendent or designee's concurrence.

b) Brandished a knife at another person[LAC1] .

c) Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.

d) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4.

If it is determined by the Administrative Panel and/or Board of Directors that a scholar has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, onto campus or to have possessed a firearm or destructive device on campus, the scholar shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the scholar shall be provided due process rights of notice and a hearing as required in this policy.

The following terms shall have the following definitions:

The term “knife” means (A) any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing; (B) a weapon with a blade fitted primarily for stabbing; (C) a weapon with a blade longer than 3½ inches; (D) a folding knife with a blade that locks into place; or (E) a razor with an unguarded blade.

The term “firearm” means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

The term “destructive device” means any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.

C. Suspension Procedure

Suspensions shall be initiated according to the following procedures:

1. Conference
   Suspension shall be preceded, if possible, by a conference conducted by the Superintendent or designee with the scholar and his or her parent and, whenever practical, the teacher, supervisor or Charter School employee who referred the scholar to the President & CEO or designee.

   The conference may be omitted if the Superintendent or designee determines that an emergency situation exists. An “emergency situation” involves a clear and present danger to the lives, safety or health of scholars or Charter School personnel. If a scholar is suspended without this conference, both the parent/guardian and scholar shall be notified of the scholar’s right to return to school for the purpose of a conference.

   At the conference, the scholar shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense, in accordance with Education Code Section 47605(c)(5)(J)(i). This conference shall be held within two school days, unless the scholar waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a scholar for failure of the scholar’s parent or guardian to attend a conference with Charter School officials. Reinstatement of the suspended scholar shall not be contingent upon attendance by the scholar’s parent or guardian at the conference.

2. Notice to Parents/Guardians
   At the time of the suspension, the Superintendent or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a scholar is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the scholar and the date and time when the scholar may return to school. If Charter School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

3. Suspension Time Limits/Recommendation for Placement/Expulsion
   Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension.

Upon a recommendation of expulsion by the Superintendent or designee, the scholar and the scholar's guardian or representative will be invited to a conference to determine if the suspension for the scholar should be extended pending an expulsion hearing. In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the scholar or the scholar's parents, unless the scholar and the scholar's parents fail to attend the conference.

This determination will be made by the Superintendent or designee upon either of the following determinations: 1) the scholar's presence will be disruptive to the education process; or 2) the scholar poses a threat or danger to others. Upon either determination, the scholar's suspension will be extended pending the results of an expulsion hearing.

4. Homework Assignments During Suspension

In accordance with Education Code Section 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the scholar, or the affected scholar, a teacher shall provide to a scholar in any of grades 1 to 12, inclusive, who has been suspended from school for two (2) or more school days, the homework that the scholar would otherwise have been assigned.

In accordance with Education Code Section 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the scholar either upon the scholar's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the scholar's overall grade in the class.

D. Authority to Expel

As required by Education Code Section 47605(c)(5)(J)(ii), scholars recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the scholar should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required by law.

A scholar may be expelled either by the neutral and impartial Charter School Board of Directors following a hearing before it or by the Charter School Board of Directors upon the recommendation of a neutral and impartial Administrative Panel to be assigned by the Board of Directors as needed. The Administrative Panel shall consist of at least three members who are certificated and neither a teacher of the scholar nor a member of the Charter School Board of Directors. Each entity shall be presided over by a designated neutral hearing chairperson. The Administrative Panel may recommend expulsion of any scholar found to have committed an expellable offense, and the Board of Directors shall make the final determination.

E. Expulsion Procedures

Scholars recommended for expulsion are entitled to a hearing to determine whether the scholar should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Superintendent or designee determines that the scholar has committed an expellable offense and recommends the scholar for expulsion.

In the event an Administrative Panel hears the case, it will make a recommendation to the Governing Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all scholar confidentiality rules under FERPA) unless the scholar makes a written request for a public hearing in open session three (3) days prior to the date of the scheduled hearing.

Written notice of the hearing shall be forwarded to the scholar and the scholar's parent/guardian at least ten (10)

calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the scholar. The notice shall include:

1. The date and place of the expulsion hearing
2. A statement of specific facts, charges and offenses upon which the proposed expulsion is based
3. A copy of CCS' disciplinary rules which relate to the alleged violation
4. Notification of the scholar's and/or parent/guardian's obligation to provide information about the scholar's status at the school to any other school district or school to which the scholar seeks enrollment
5. The opportunity for the scholar and/or the scholar's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor
6. The right to inspect and obtain copies of all documents to be used at the hearing
7. The opportunity to confront and question all witnesses who testify at the hearing
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the scholar's behalf including witnesses

F. Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

CCS may, upon finding a good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations which shall be examined only by the Charter School or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the scholar.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of their right to (a) receive five (5) days' notice of their scheduled testimony, (b) have up to two (2) adult support persons of their choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
2. CCS must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
3. At the discretion of the entity conducting the hearing, the complaining witness shall be allowed periods of relief from examination and cross- examination during which the complaining witness may leave the hearing room.
4. The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
5. The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours the complaining witness is normally in school, if there is no good cause to take the testimony during other hours.
6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany the complaining witness to the witness stand.
7. If one or both of the support persons is also a witness, CCS must present evidence that the witness' presence is both desired by the witness and will be helpful to CCS. The person presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the

support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising their discretion to remove a person from the hearing whom they believe is prompting, swaying, or influencing the witness.

8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in the public at the request of the scholar being expelled, the complaining witness shall have the right to have their testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are not alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing by means of closed-circuit television.
10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the entity conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstances can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

G. Record of Hearing

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

H. Presentation of Evidence

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the scholar committed an expellable offense.

Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay, and sworn declarations may be admitted as testimony from witnesses of whom the Board or Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the accused scholar, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

I. The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board of Directors, which will make a final determination regarding the expulsion. The Board of Directors shall make the final determination regarding the expulsion within ten (10) school days following the conclusion of the hearing. The decision of the Board of Directors is final.

If the Administrative Panel decides not to recommend expulsion, or the Board of Directors ultimately decides not to expel, the scholar shall immediately be returned to their previous educational program.

J. Written Notice to Expel

The Superintendent or designee, following a decision of the Board of Directors to expel, shall send written notice of the decision to expel, including the Board of Directors' adopted findings of fact, to the scholar or parent/guardian. This notice shall also include the following: (a) Notice of the specific offense committed by the scholar; and (b) Notice of the scholar's or parent/guardian's obligation to inform any new district in which the scholar seeks to enroll of the scholar's status with the Charter School.

The Superintendent or designee shall send a copy of the written notice of the decision to expel to the chartering authority. This notice shall include the following: (a) The scholar's name; and (b) The specific expellable offense committed by the scholar.

K. Disciplinary Records

CCS shall maintain records of all scholar suspensions and expulsions at the Charter School. Such records shall be made available to the chartering authority upon request.

L. No Right to Appeal

The scholar shall have no right of appeal from expulsion from CCS as the CCS Board of Directors' decision to expel shall be final.

M. Expelled scholars/Alternative Education

Parents/guardians of scholars who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. CCS shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.

N. Rehabilitation Plans

Scholars who are expelled from CCS shall be given a rehabilitation plan upon expulsion as developed by the Board of Directors at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the scholar may reapply to CCS for admission.

O. Readmission or Admission of a Previously Expelled Scholar

The decision to readmit a scholar after the end of the scholar's expulsion term or to admit a previously expelled scholar from another school district or charter school who has not been readmitted/admitted to another school or school district at the end of the scholar's expulsion term, shall be in the sole discretion of the Board of Directors following a meeting with the Superintendent or designee and the scholar and parent/guardian or representative to determine whether the scholar has successfully completed the rehabilitation plan and to determine whether the scholar poses a threat to others or will be disruptive to the school environment. The Superintendent or designee shall make a recommendation to the Board of Directors following the meeting regarding his or her determination. The Board shall then make a final decision regarding readmission during the closed session of a public meeting, reporting out any action taken during closed session consistent with the requirements of the Brown Act. The scholar's readmission is also contingent upon the CCS' capacity at the time the scholar seeks readmission or admission to the Charter School.

P. Notice to Teachers

The Charter School shall notify teachers of each scholar who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

Q. Involuntary Removal for Truancy

In accordance with Education Code Section 51747 and the Charter School's Board policy on independent study, after five (5) missed assignments, an evaluation is held to determine whether it is in the best interest of the scholar to remain in independent study. If it is determined that it is not in the scholar's best interest to remain in independent study, the Charter School may involuntarily remove the scholar after the Charter School follows the requirements of the Missed Assignment Policy and only after providing notice and an opportunity for a parent, guardian, educational rights holder to request a hearing prior to any involuntary removal as forth herein. scholars who are involuntarily removed for truancy shall be given a rehabilitation plan and shall be subject to the readmission procedures set forth herein.

R. Special Procedures for the Consideration of Suspension and Expulsion of Scholars with Disabilities

1. **Procedural Safeguards/Manifestation Determination**

   Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of scholar conduct, CCS, the parent/guardian, and relevant members of the IEP/504 Team shall hold a manifestation determination for the purpose of reviewing all relevant information in the scholar's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

   a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
   b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

   If the IEP/504 Team determines that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability, the IEP/504 Team shall:

   a. Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
   b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
   c. Return the child to the placement from which the child was removed, unless the parent/guardian and CCS agree to a change of placement as part of the modification of the behavioral intervention plan.

The Superintendent or designee may remove a scholar to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the scholar's disability in cases where a scholar:

a. Carries or possesses a weapon, as defined in 18 U.S.C. Section 930, to or at school, on school premises, or to or at a school function;
b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
c. Has inflicted serious bodily injury, as defined by 20 U.S.C. Section 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

If the IEP/504 Team determine that the behavior was not a manifestation of the scholar's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then CCS may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to scholars without disabilities.

2. **Interim Alternative Placement** Any Scholar with special needs who is removed from their educational placement for more than 10 days consecutive (suspensions) or demonstrates a pattern of removals that equals more than 10 days in or a school year shall continue to receive services so as to enable the scholar to continue to participate in the general education curriculum and progress toward their goals and objective in an interim alternative setting.

3. **Due Process Appeals**

When an appeal relating to the placement of the scholar or the manifestation determination has been requested by either the parent/guardian or CCS, the scholar shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 U.S.C. Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, unless the parent/guardian and CCS agree otherwise.

In such an appeal, a hearing officer may: (1) return a child with a disability to the placement from which the child was removed; or (2) order a change in placement of a child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of such child is substantially likely to result in injury to the child or to others.

4. **Procedures for Scholars Not Yet Eligible for Special Education Services**

A scholar who has not been identified as an individual with disabilities pursuant to IDEA and who has violated CCS' disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if CCS had knowledge that the scholar was disabled before the behavior occurred.

CCS shall be deemed to have knowledge that the scholar had a disability if one of the following conditions exists:

a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to CCS supervisory or administrative personnel, or to one of the child's teachers, that the scholar is in need of special education or related services.
b. The parent/guardian has requested an evaluation of the child.
c. The child's teacher, or other CCS personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other CCS supervisory personnel.

If CCS knew or should have known the scholar had a disability under any of the three (3) circumstances described above, the scholar may assert any of the protections available to IDEA-eligible children with disabilities, including the right to stay-put.

If CCS had no basis for knowledge of the scholar's disability, it shall proceed with the proposed discipline. CCS shall conduct an expedited evaluation if requested by the parent/guardian; however, the scholar shall remain in the education placement determined by CCS pending the results of the evaluation.

CCS shall not be deemed to have knowledge that the scholar had a disability if the parent/guardian has not allowed an evaluation, refused services, or if the scholar has been evaluated and determined to not be eligible.

Right to Refrain from Harmful Use of Animals

Students with a moral objection to dissecting or otherwise harming animals may opt out of such activities by notifying the school of their objection.

Firearm Safety Memorandum

To: Parents and Guardians of Scholars in the Compass Charter Schools
From: Elizabeth Brenner
Subject: California Law Regarding Safe Storage of Firearms

Compass Charter Schools holds the safety of its scholars as its primary priority and responsibility. The purpose of this memorandum is to inform and to remind parents and legal guardians of all scholars in Compass Charter Schools of their responsibilities for keeping firearms out of the hands of children as required by California law. There have been many news reports of children bringing firearms to school. In many instances, the child obtained the firearm(s) from his or her home. These incidents can be easily prevented by storing firearms in a safe and secure manner, including keeping them locked up when not in use and storing them separately from ammunition.

To help everyone understand their legal responsibilities, this memorandum spells out California law regarding the storage of firearms. Please take some time to review this memorandum and evaluate your own personal practices to assure that you and your family are in compliance with California law.

California makes a person criminally liable for keeping a loaded firearm, under their custody and control, where that person knows or reasonably should know that a child is likely to gain access to the firearm without the permission of the child's parent or legal guardian and the child obtains access to the firearm and thereby: (1) causes death or great bodily injury to the child or any other person; (2) carries the firearm to a public place, including to any preschool or school grades kindergarten through twelfth grade, including to any school-sponsored event, activity, or performance; or (3) brandishes a firearm to others. The criminal penalty may be greater if someone dies or suffers great bodily injury as a result of the child gaining access to the firearm.

As of 2014, California makes a person criminally liable if they negligently store or leave any loaded firearm on their premises where a child is likely to gain access to it—regardless of whether or not the child brings the gun to a public place.

A parent or guardian may also be civilly liable for damages resulting from the discharge of a firearm by that person's child or ward. These damages may be up to $30,000 per victim.

Note: Gun owners may avoid criminal liability under California Penal Code Section 25100 by keeping their firearm in a locked container or secured with a locking device that renders the firearm inoperable. 3

Thank you for helping to keep our children and schools safe. Remember that the easiest and safest way to comply with the law is to keep firearms in a locked container or secured with a locking device that renders the firearm inoperable.

Sincerely,
Elizabeth Brenner

Technology Acceptable Use Policy

SCHOLAR POLICY

Board Policy #37: SCHOLAR USE OF TECHNOLOGY POLICY
Adopted/Ratified: October 3, 2019
Revision Date: March 10, 2026

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. Compass Charter Schools (CCS) further recognizes that Artificial Intelligence (AI) tools—such as chatbots, image generators, and writing assistants—can enhance teaching and learning when used appropriately while also introducing new risks to academic integrity and data privacy**.** Further, CCS offers scholars access to technologies that may include e-mail and video conferencing, and equipment, such as computers, tablets, or other multimedia hardware. CCS also offers an Internet Service Provider (ISP) limited reimbursement program to support families in need of Internet access for their scholar's education. 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 Charter School equipment and access to the Internet via Charter School equipment and resource networks is intended to serve and pursue educational goals and purposes. Scholar use of the Internet is therefore limited to only those activities that further or enhance the delivery of education. Scholars and 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, Charter School approved personal research activities, or other purposes as defined by the Charter School 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, also referred to as the Acceptable Use Policy

Notice and Use

The Charter School shall notify scholars and parents/guardians about authorized uses of Charter School computers, user obligations and responsibilities, and consequences for unauthorized use and/or unlawful activities.

Before a scholar is authorized to use the Charter School's technological resources, the scholar and his/her parent/guardian shall sign and return the Acceptable Use Agreement specifying user obligations and responsibilities. In that agreement, the scholar and his/her parent/guardian shall agree not to hold the Charter School or any Charter School staff responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes or negligence. They shall also agree to indemnify and hold harmless the Charter School and Charter School personnel for any damages or costs incurred.

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. To this end, CCS applies browser-level content filters that operate whenever a scholar is using a Compass or personal device while logged in using their school-issued Compass email address (e.g., Compass' Google Docs, YouTube). To ensure compliance, scholars using a personal device should be logged into the Chrome browser using a Chrome Profile with their school-issued email account. While the Charter School is able to exercise reasonable control over content created and purchased by the Charter School, it has limited control over content accessed via the internet and no filtering system is 100% effective. Neither the Charter 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.

To reinforce these measures, the Superintendent & CEO or designee shall implement rules and procedures designed to restrict scholars' access to harmful or inappropriate matter on the Internet and to ensure that scholars do not engage in unauthorized or unlawful online activities. CCS specifically monitors scholar devices and accounts to ensure compliance with academic integrity, digital safety, and data privacy standards regarding AI, VPNs, and other emerging technologies. 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 spaces, use of AI tools, video conferencing, 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 or in any AI platform, 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. Scholars are expected to follow safe practices when using Charter School technology.

The Superintendent & CEO or designee shall provide age-appropriate instruction regarding safe, ethical and appropriate behavior for usage of AI tools and resources. This instruction includes AI literacy, helping scholars understand how AI works, its ethical implications, its appropriate and honest use, and how to critically evaluate AI-generated content for bias or inaccuracies. CCS intends for AI to be used as a helper or tool to support personalized learning and critical thinking, when appropriate, and not as a substitute for a scholar's own thinking or independent learning.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, other scholars, 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.

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 and reserves the right to restrict or block access to certain AI tools or websites without prior notice when necessary to protect scholars or maintain educational integrity

The Superintendent & CEO or designee shall oversee the maintenance of the Charter 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.

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. Scholars who violate these policies and rules may have their computer privileges limited and may be subject to discipline, including but not limited to suspension or expulsion per school policy.

Acceptable Use Agreement (Acceptable Use Policy)

The Charter School believes that providing access to technology enhances the educational experience for scholars. However, scholar use of Charter School 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:

1. **Security.** Scholars and staff shall not impair the security of Charter School technology resources. Scholars and staff are expected to:
    a. Use a school-approved multi-factor or two-factor authentication (MFA or 2FA) system when logging in to their school accounts in order to keep their accounts safe and secure (e.g., Clever MFA).
    b. Login to the school-approved single sign-on (SSO) system in order to access the apps/websites they use for school, including but not limited to, Clever SSO, Google applications, YouTube.
    c. 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.
    d. Scholars should only access technologies and web services with their school-issued account unless otherwise directed by a Compass teacher and should not 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 Compass Charter School technology resources when directed by a teacher, when technology has been designated for open scholar use (e.g., computers in the library), and for other educational purposes. Only use Compass-approved AI tools to ensure adherence to data privacy standards.
3. **Protection Measures.** While the Charter School is able to exercise reasonable control over content created and purchased by the Charter School, it has limited control over content accessed via the internet as no filtering system is 100% effective. Families are encouraged to remain engaged in monitoring their scholar's online activities, as system monitoring and filtering effectiveness depends partly on how accurately content creators label their videos and web content. Neither the Charter 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. The scholar and parent agree not to hold the Charter School or any Charter School 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.** Charter 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 Charter School equipment without the permission of an educational facilitator or other authorized Charter 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 anyone, including but not limited to scholars, staff and the Compass community;including but not limited to using technology or AI tools to impersonate, harass, intimidate, bully or otherwise disrupt the educational process.
g. Using AI to generate, edit, or answer assignments or test questions when prohibited is considered academic dishonesty and will result in disciplinary action.
h. Failing to disclose the use of AI in academic work or failing to properly cite AI-generated content.
i. Engaging in Compass school work or activities without using Compass log in credentials (e.g., scholar email).
j. Conducting for-profit business.
k. Using hacking tools on the network or intentionally introducing malicious code or viruses into the Charter School's network.
l. Using any software or proxy service to obscure either the scholar's IP address or the sites that the scholar visits.
m. Disabling, bypassing, or attempting to disable or bypass any system monitoring, filtering or other security measures.
n. Accessing or attempting to access material or systems on the network that the scholar is not authorized to access.
o. Education Code section 43503(d)(2) prevents third party recordings, such as those created by parents and students. Should these third parties want to record distance learning lessons, they must obtain consent from CCS prior to doing so.

5. **No Expectation of Privacy.** All users acknowledge that computer equipment, Internet access networks, email accounts, and any other technology resources are owned by Charter School and provided to scholars for educational purposes. The Charter 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 Charter School reserves the right to access stored computer records and communications, files, and other data stored on Charter School equipment or sent over Charter School networks. 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.** Users 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.

10. **Cybersecurity, Internet Safety, and Scholar Well-Being Reporting.** Scholars, parents/guardians, and staff should promptly report concerns related to online safety, technology use, or scholar well-being. Concerns involving scholar conduct, cyberbullying, inappropriate online interactions, or social-emotional well-being should be reported to the scholar's supervising teacher or a school counselor. Concerns involving internet safety or technology security—such as suspected hacking, phishing attempts, viruses, malware, or compromised accounts—should be reported to the school's Information Technology department at helpdesk@compasscharters.org. Reports made in good faith will be addressed in accordance with applicable school policies and procedures.

I understand that school computer, Internet and technology use is a privilege and not a right. I understand that if I violate this policy in any way, I may be subject to referral to the school's disciplinary process, which may result in suspension or removal. I understand that the parent or guardian of a minor scholar shall be liable for the replacement cost for property the Charter School loaned to the scholar that the scholar fails to return or that is willfully cut, defaced or otherwise damaged, up to an amount not to exceed ten thousand dollars ($10,000), adjusted annually for inflation. When the minor and parent are unable to pay for the damages, the Charter School will provide a program of voluntary work for the minor in lieu of the payment of monetary damages. A scholar over the age of majority shall be liable for the same. (Ed. Code 48904).

Signing the master agreement and acknowledgement of responsibilities, indicates full acknowledgement and agreement to the terms and conditions provided in this acceptable use agreement policy which is mandatory before access may be granted to Compass technologies. This document, which incorporates the Use Procedure, reflects the entire agreement and understanding of all parties.

~~2025-26~~2026-27 Scholar Handbook

CCS of Los Angeles | CCS of San Diego | CCS of Yolo

850 Hampshire Road, Suite R Thousand Oaks, CA 91361 | 855-937-4227 | fax: 805-590-7077
www.compasscharters.org

Acknowledgment of Scholar Handbook¶

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Scholars and Learning Coaches:

1. Please **read** the scholar handbook, which will include expectations, policies, procedures, annual notifications, and information crucial to a successful Compass Charter Schools experience. Feel free to direct any questions to your supervising teacher, or appropriate Compass staff member.
2. When you **sign** the **Master Agreement and Acknowledgement of Responsibilities**, you will be **agreeing** that:
    a. I, the scholar, read, understand, and agree to comply with the Scholar Handbook.
    b. I, the parent/guardian/caregiver, read, understand, and agree to comply with the Scholar Handbook and acknowledge receipt of the annual notifications provided wherein.

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Pending Board Approval May 19, 2026

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Letter from the Superintendent & CEO

Dear Scholars and Learning Coaches:

We are happy you have chosen to make Compass Charter Schools (further referenced in this handbook as CCS, Compass, School, or Charter School) your school of choice. I am proud to be the Superintendent & CEO of Compass, and I am looking forward to working with our staff to provide a quality personalized learning program for every scholar we serve. Everyone here at Compass is committed to creating a nurturing environment as we work with you to meet the learning needs of your scholar(s).

At Compass, we work diligently to provide a high quality of support to both our scholars and their families. To that end, we are proud of the extremely positive feedback we receive from parents and scholars. As a public charter school, it is important that we all work together for the future of our scholars. Compass Charter Schools of Los Angeles, Compass Charter Schools of San Diego, and Compass Charter Schools of Yolo are proud to be building excellence with our district partners, Acton-Agua Dulce Unified School District, Mountain Empire Unified School District, and Winters Joint Unified School District.

I encourage you to visit our website, under About Us -> Meet Our Team, to learn more about our terrific STs, along with our great support staff who are here to help guide your educational experience at Compass Charter Schools!

Thank you again for choosing Compass. We look forward to being part of you and your scholar's educational journey this year!

Kind regards,

Elizabeth Brenner
Superintendent & CEO

CCS Vocabulary

Like any school, Compass has its own unique culture, systems, and terms. Please familiarize yourself with these terms to better understand and navigate Compass.

ARTIC Values: These are the values that Compass staff, families, learning coaches, and scholars are expected to adhere to. ARTIC is an acronym for achievement, respect, teamwork, integrity, and communication.

Board Policy Manual: A written document which includes all of ~~the~~Compass Charter School's board approved policies. A link to the Board Policy can be found on our website at www.compasscharters.org/about-us/board-of-directors.

Charter: A written document, much like a contract, outlining the rights and obligations of a non-profit organization, company or school. For charter schools, it is often a school district which approves the charter (in compliance with state laws). The charter allows a charter school to operate with some freedoms that district schools do not have, however strong academic results and commitments made in the charter must be met as part of that contract.

English Language Development (ELD): A comprehensive program for English learners consisting of two main components: Designated ELD (protected, focused instruction on language standards) and Integrated ELD (instruction in which CA ELD standards are used in tandem with academic content standards.

Educational Support ~~Funds~~Resources: The funds ~~allocated~~provided for obtaining school approved educational materials and services ~~that have been approved by the School~~ for scholar use.

Education Specialist: A credentialed special education teacher who is assigned to provide specialized academic instruction to scholars who have special education services in their IEP.

Family Order Agreement (FOA): An agreement which includes the terms and conditions in which orders may be requested. It is a requirement that this form be signed before any order may be placed.

Learning Coach (LC): Parents and guardians are known as the "Learning Coach" for their children, and they are an integral part of their children's success at Compass. Since we are a personalized learning public charter school, much of the learning is facilitated by the learning coach in collaboration with a supervising teacher.

Learning Management System (LMS): ~~A computer program~~Software used to deliver education courses from the teacher to the scholar. It helps keep the learning organized and allows the teacher to create, adjust, and assign lessons and grades to the scholar.

Learning Period (LP): The span of time between which a supervising teacher and scholar connect to review the learning for that time period when work assignments begin and when they are given to the supervising teacher for evaluation.

Materials Community Provider: This is a business that sells books, curriculum, and other educational items.

~~**OCLC:** Orange County Learning Center. A facility operated by Compass in Santa Ana where Options scholars within close proximity can attend two days a week~~**Multi-Tiered System of Support (MTSS):** A comprehensive framework that aligns academic, behavioral, and social-emotional learning, and mental health supports to meet the needs of all students. It utilizes data-driven decision-making, Implementation Science, and Universal Design for Learning (UDL) to provide proactive, tiered interventions within a Whole Child approach.

Online Purchasing System (OPS): The online accounting-procurement system used by our Supervising Teachers, Community Providers Department, and Finance Department to facilitate orders and to manage the Educational Support ~~Funds~~Resources, orders, invoices, purchase orders, and inventory.

Order Request: ~~This request is~~Request made by the LC ~~and lists~~, listing materials or services ~~that they would like to use the~~to be obtained with Educational Support ~~Funds for~~Resources. The supervising teacher reviews and approves the list and then places the order into the OPS system for the Community Provider Department to ~~order.~~process.

Specialized Academic Instructions (SAI) Services: Personalized special education services determined by a scholar's IEP where content, methodology or delivery are adapted to ensure scholars' with disabilities can access the general education curriculum. SAI is IEP driven and delivered and or overseen by qualified staff.

Scholar: At Compass, we choose to refer to each student as a scholar. ~~Scholar~~A scholar is defined as a person who is highly educated or has an aptitude for study; a distinguished academic. We refer to students as scholars because we want to emphasize our commitment to helping every individual be academically successful.

Service Community Provider: This is a business that markets lessons, services, or courses to the scholars at our School.

Student Information System (SIS): The system that Compass uses to manage the data of each scholar such as attendance, grades, courses, enrollment information, etc. The system used by Compass is called School Pathways.

Supervising Teacher (ST): ~~All scholars are assigned a credentialed ST~~A credentialed teacher assigned to each scholar to support ~~and~~& guide ~~each scholar on~~ their educational journey.

Western Association of Schools and Colleges (WASC): A committee of educators from within the region who evaluate and approve schools for accreditation based on the organization's criterion. One of their purposes is to ensure educational best practices. University of California schools has a policy that requires all schools to be accredited in order to establish and maintain an A-G course list.

Mission Statement

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

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.

~~Core Values~~¶

~~Achievement | Respect | Teamwork | Integrity | Communication~~

Core Values Achievement | Respect | Teamwork | Integrity | Communication

Scholar Profile

The Compass Scholar Profile defines the aspirational, whole-learner outcomes, centered on attending to the social, emotional, cognitive, and mental health needs of all scholars.

- **Community Leader:** I understand that I am a member of a global society and feel a sense of responsibility to make a contribution both at the local level and in the wider world.
- **Effective Collaborator**: I participate in collaborative forums, to build understanding of concepts and to complete authentic tasks; communicating effectively (using active listening, striving to understand others, and seeking to be understood), thereby creating a safe environment in which everyone feels ~~values~~valued and inspired to achieve a common goal.

- **Confident Learner:** I strive to be my best self and recognize my purpose and value both in and outside of school; thinking critically and skillfully to evaluate data and information as a guide to my beliefs and actions.
- **Innovator:** I seek to create something new and better in service of achieving my goals; synthesizing information and exploring multiple perspectives to find creative and realistic solutions.

Pledge of Excellence

Compass signed onto the Independent Study Pledge of Excellence in 2016. Its purpose is to establish a consistent, transparent approach to responsible charter school management across all of the member schools. The Code of Conduct is a pledge to employees, families and the public that member charter schools will conduct business in an honest, legal and ethical manner.

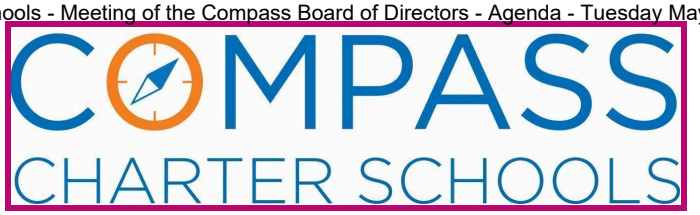
All member schools adhere to the pledge's provisions, committing to ethical professional conduct. The Code is intended to serve as a basis for ethical decisions in operating these charter schools. The Pledge reads:

"Independent study in the state of California is defined as non-classroom based instruction. Non-classroom based instruction includes, but is not limited to, independent study, home study, work study, distance, and computer-based education.

We the undersigned pledge to the following in the operation and management of our charter schools offering independent study:

1. As operators of high-quality public charter schools offering independent study, we stand united behind the elements of integrity, trust, quality, and value in the operation of our schools. We know that offering personalized learning options meets the scholar where they are, aligns with what they individually need, while creating an academic program that is relevant, rigorous, and aligned to 21st Century learning.
2. As operators of high-quality public charter schools offering independent study, we stand united in managing schools that are fiscally responsible in the use of public tax dollars in our care. We value the use of independent auditors that review our financial and operational activities annually and showcase reports that are exception-free. This speaks to the commitment that we hold on financial accountability and operational integrity.
3. As operators of high-quality public charter schools offering independent study, we stand united in our efforts to operate schools that model strong integrity, value and utilize solid business practices, and abide by all rules and regulations placed upon us by school districts, regional Offices of Education, and the California Department of Education.
4. As operators of high-quality public charter schools offering independent study, we stand united believing that the actions of a few rogue charter school operators do not reflect, align, or mirror anything about our programs. Having individuals or the media drawing comparisons speaks to either the fact that they don't know what we do or they are acting on rumor and innuendo in these conversations.
5. As operators of high-quality public charter schools offering independent study, we stand united in stating clearly that we are here for one purpose: educating scholars. Our resource centers, school sites, and classrooms are solely for the purpose of academic programming for the benefit of scholars in our care. Our commitment to scholars does not center on money, influence, or politics.
6. As operators of high-quality public charter schools offering independent study, we stand united in offering high quality programs that exist to offer innovative and tested methods of instruction and self-paced learning. We have proof by our results that we are helping scholars to think, communicate, and achieve.
7. As operators of high-quality public charter schools offering independent study, we stand united in following the state law in the operation of resource centers and school sites.

Our commitment to excellence is unwavering and our focus on scholars is what motivates us to create, manage, and grow public charter schools within the space of independent study."


COMPASS
CHARTER SCHOOLS

Description of Program

Compass is one of California's leading public charter schools serving scholars throughout the state in transitional kindergarten (TK), kindergarten (K), and grades one through twelve. We are a primarily virtual, personalized learning program. We recognize that, in education, one size does not fit all, and we have two great programs to serve scholars: the Online Learning Program and the Options Learning Program. Compass is designed and organized to serve scholars and families who have chosen a unique educational setting that can meet an individual scholar's needs.

A prospectus, including a description of the curriculum, along with titles, descriptions, and instructional aims of every course offered by Compass, is available for review upon request. Please note that, pursuant to law, ~~the Charter School~~Compass Charter Schools may charge for the prospectus in an amount not to exceed the cost of duplication.

Compass is ~~an academic program, and we are proud of the~~proud to provide two rich, rigorous, and standards-based ~~program we provide. Because we are a primarily virtual public charter~~learning programs: **Online** and **Options**.

As a flex-based public charter independent study school, we utilize many digital tools and platforms. For example, parent workshops, clubs, and communication are conducted virtually, primarily on Zoom. These digital tools allow us to enhance our scholars' learning, as well as the relationships and communication we have with them and each other. While a virtual community is important to us, we also seek to build in-person communities with a variety of events, workshops, and field trips.

Enrollment Requirements

General Requirements

- ~~A scholar~~Transitional Kindergarten scholars must be ~~five~~four years of age on or before September 1st in order to be admitted to transitional kindergarten at any time during that school year. ~~For those young scholars who will turn five between September 2 and April 2, they can enroll in Transitional Kindergarten~~Kindergarten scholars must be five years of age on or before September 1st in order to be admitted to kindergarten at any time during that school year. A scholar's age cannot exceed 19 years for initial enrollment unless the scholar has been continuously enrolled in school and making satisfactory progress toward graduation; if a scholar was not attending school at any time after their 19th birthday, they may not enroll with ~~CCS~~Compass.
- A scholar must have completed the ~~CCS~~Compass enrollment process, submitted the applicable compliance documents, and signed a Master Agreement prior to starting courses.
- A scholar may only be enrolled in ~~CCS~~Compass and not concurrently enrolled in another school, public or private (unless prior permission is given for a community college).

Immunization Requirements

Pursuant to the California Health and Safety Code and the California Code of Regulations, children must provide proof of having received required immunizations (shots) before they can attend school unless they meet the requirements for an exemption. Immunization records are required for all incoming scholars. Verification of immunizations will be completed with written medical records from the child's doctor or immunization clinic. To ensure a safe learning environment for all scholars, ~~the Charter School~~Compass Charter Schools follows and abides by the health standards set forth by the state of California. The immunization status of all scholars will be reviewed periodically. Those scholars who are not in compliance with the State guidelines must be excluded from classroom-based instruction until the requirements are met unless otherwise exempt. Scholars who have been exposed to a communicable disease for which they have not been

immunized may be excluded from classroom-based instruction at the discretion of ~~the Charter School.~~Compass Charter Schools.

These required immunizations include:

Child's Grade	List of shots required to attend school
TK/K-12 Admission	• Diphtheria, Tetanus, and Pertussis (DTaP) - Five doses • Polio - Four doses • Measles, Mumps, and Rubella (MMR) - Two doses • Hepatitis B (Hep B) - Three doses • Varicella (chickenpox) – Two doses **NOTE:** Four doses of DTaP are allowed if one was given on or after the fourth birthday. Three doses of DTaP meet the requirement if at least one dose of Tdap, DTaP, or DTP vaccine was given on or after the seventh birthday (also meets the 7th-12th grade Tdap requirement.) One or two doses of Td vaccine given on or after the seventh birthday count towards the requirement for DTaP. Three doses of Polio are allowed if one was given on or after the fourth birthday. MMR doses must be given on or after the first birthday. Two doses of measles, two doses of mumps, and one dose of rubella vaccine meet the requirement, separately or combined. Combination vaccines (e.g., MMRV) meet the requirements for individual component vaccines.
Entering 7th Grade	• Tetanus, reduced Diphtheria, and acellular Pertussis (Tdap) - One dose • Varicella (chickenpox) - Two doses **NOTE:** In order to begin 7th grade, scholars who had a valid personal belief exemption on file with a public or private elementary or secondary school in California before January 1, 2016 must meet all requirements listed for grades K-12 as well as requirements for 7th grade advancement (i.e., polio, MMR, chickenpox and primary series for diphtheria, tetanus, and pertussis). At least one dose of pertussis-containing vaccine is required on or after the 7th birthday.

Learning coaches are asked to provide proof of immunizations for scholars upon registration in order to maintain updated records. All scholars must be fully immunized in accordance with the California Health and Safety Code and the California Code of Regulations with the following exceptions:

1. Scholars who show proof of a medical exemption by a physician licensed to practice medicine in California pursuant to Health and Safety Code Section 120370.
    - Commencing January 1, 2021, the California Department of Public Health standardized medical exemption form shall be the only documentation of a medical exemption that the School shall accept.
    - On and after July 1, 2021, the School shall not unconditionally admit or readmit, or admit or advance any scholar to 7th grade, unless the scholar has been fully immunized or files a California Department of Public Health standardized medical exemption form as required by law.
    - Medical exemptions issued before January 1, 2020 will continue to remain valid until the child enrolls in the next grade span, defined below.
2. Scholars who are enrolled in a home-based private school or independent study program and do not receive any classroom-based instruction.
    - A scholar who has not received all of the required immunizations will not be eligible to attend classes at a Charter School resource center unless the scholar is otherwise exempt under #1.

If there is good cause to believe that a child has been exposed to a disease listed in subdivision (b) of Section 120335 and documentary proof of immunization status does not show proof of immunization against that disease, that child may be

temporarily excluded from classroom-based instruction until the local health officer is satisfied that the child is no longer at risk of developing or transmitting the disease.

~~CCS~~Compass shall immediately admit a foster child, as defined in Education Code § 48853.5(a), and a homeless child, as defined in Section 11434a(2) of Title 42 of the United States Code, regardless of whether the foster or homeless child's immunization records are not available or are missing. However, this does not alter ~~CCS's~~Compass's obligation to obtain immunization records for foster and homeless scholars or to ensure the full immunization of foster and homeless scholars as required by law.

This Policy does not prohibit a pupil who qualifies for an individualized education program (IEP), pursuant to federal law and Education Code Section 56026, from accessing any special education and related services required by the scholar's individualized education program.

Any scholar leaving the United States for a visit to any country considered by the Center of Disease Control and Prevention (CDC) to have an increased risk of TB exposure MUST call the County Tuberculosis Clinic for a TB Screening upon return.

A copy of the complete Immunization Policy is available upon request at the Central Office and on the School's website within the Board Policy Manual (Section 20).

Oral Health Exam Requirements

California law states scholars must have an oral health assessment by May 31 of their kindergarten year or, if the scholar was not previously enrolled in kindergarten in a public school, their first grade year. A California licensed dental professional operating within their scope of practice must perform the check-up and fill out our oral health assessment form. If your scholar had a dental check-up in the 12 months before they started school, ask your dentist to fill out the oral health assessment form required for enrollment. If you are unable to get a dental check-up for your scholar, a waiver is available upon request.

Residency Requirements

- In accordance with Education Code Section 51747.3, a scholar must reside within the county in which the specific ~~CCS~~Compass school of anticipated enrollment is authorized, or a contiguous county to the county in which the specific ~~CCS~~Compass school of anticipated enrollment is authorized. Falsifying residency or any documentation can lead to involuntary withdrawal from the program (EC § 47605(c)(5)(J)(iii))) or civil liability.
- In accordance with local board policy number 22, parents must provide two current proof of residency documents before the scholar is unconditionally enrolled.
- Any change of address information must be updated with the Records Department within five business days. The learning coach must complete the Change of Contact Information Form, which is located on ~~CCS~~Compass' website.
- A scholar on ~~approved extended vacation~~ approved temporary out of county status~~,~~ will not be deemed to have lost California residency. Parents, guardians, or adult foster care caregivers must submit ~~an extended vacation~~a temporary out of county form which is located on the ~~CCS~~Compass' website. This form must be submitted at least 10 days prior to the absence. This policy covers extended travel, including vacations, participation in competitions, or activities relating to the scholar's obligations outside of school. Please note travel outside of California may impact continued eligibility for enrollment if attendance, participation and/or completion of any of the following are not met:
    - Required state-mandated assessments
    - Course assignments

- Special education and related services

Diabetes

Type 1

~~The Charter School~~ - Compass Charter Schools will provide an information sheet regarding type 1 diabetes to the parent or guardian of a scholar when the scholar is first enrolled in elementary school, pursuant to Education Code Section 49452.6. The information sheet shall include, but shall not be limited to, all of the following:

- A description of type 1 diabetes.
- A description of the risk factors and warning signs associated with type 1 diabetes.
- A recommendation that parents or guardians of scholars displaying warning signs associated with type 1 diabetes should immediately consult with the scholar's primary care provider to determine if immediate screening for type 1 diabetes is appropriate.
- A description of the screening process for type 1 diabetes and the implications of test results.
- A recommendation that, following a type 1 diagnosis, parents or guardians should consult with the scholar's primary care provider to develop an appropriate treatment plan, which may include consultation with and examination by a specialty care provider, including, but not limited to, a properly qualified endocrinologist.

A copy of the information sheet regarding type 1 diabetes is available at: www.cde.ca.gov/ls/he/hn/type1diabetes.asp. Please contact the Central Office if you have questions about, or need a copy of, this information sheet.

Type 2

~~The Charter School~~ - Compass Charter Schools will provide an information sheet regarding type 2 diabetes to the parent or guardian of incoming 7th grade scholars, pursuant to Education Code Section 49452.7. The information sheet shall include, but shall not be limited to, all of the following:

- A description of type 2 diabetes.
- A description of the risk factors and warning signs associated with type 2 diabetes.
- A recommendation that scholars displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes should be screened for type 2 diabetes.
- A description of treatments and prevention of methods of type 2 diabetes.
- A description of the different types of diabetes screening tests available.

A copy of the information sheet regarding type 2 diabetes is available at: cde.ca.gov/ls/he/hn/type2diabetes.asp. Please contact the Central Office if you have questions about, or need a copy of, this information sheet.

Physical Examinations and Right to Refuse

All pupils must complete a health screening examination on or before the 90th day after the pupil's entrance into first grade or such pupils must have obtained a waiver pursuant to Health and Safety Code Sections 124040 and 124085. This examination can be obtained from your family physician or possibly through the services provided by your County Health Department. Information and forms are distributed to scholars enrolled in kindergarten or a California public school for the first time. If your child's medical status changes, please provide the supervising teacher with a physician's written verification of the medical issue, especially if it impacts in any way your child's ability to perform schoolwork.

A parent/guardian having control or charge of any child enrolled in ~~CCS~~Compass may file annually with the Superintendent & CEO a written and signed statement stating that the parent/guardian will not consent to a physical

examination of the child. Thereupon the child shall be exempt from any physical examination, but whenever there is a good reason to believe that the child is suffering from a recognized contagious or infectious disease, the child shall be sent home and shall not be permitted to return for classroom-based instruction until the school authorities are satisfied that any contagious or infectious disease does not exist.

Mental Health Services

~~CCS~~Compass recognizes that unidentified and unaddressed mental and behavioral health challenges can lead to poor academic performance, increased likelihood of suspension and expulsion, chronic absenteeism, scholar attrition, homelessness, incarceration, and/or violence. Access to mental and behavioral health services at ~~CCS~~Compass and in our community is not only critical to improving the physical and emotional safety of scholars, but it also helps address barriers to learning and provides support so that all scholars can achieve success in school and life. The following resources are available to your scholar:

Available through ~~CCS~~Compass:

- **School-based counseling services:** Your scholar is encouraged to directly connect with their school counselor. Our team of school counselors are trained and qualified to provide education, prevention, intervention and referral services to scholars and their families. Each counselor works directly with scholars in various capacities to foster positive growth while also offering support to learning coaches with managing emotions, coping with crises, overcoming barriers to learning, as well as, providing relevant academic, college and career readiness, and social emotional development. Although our school counselors do not provide long-term mental and behavioral health therapy, we do provide a comprehensive school counseling program designed to meet the equitable needs of all scholars.
- ~~Care Solace:~~

- The Children and Youth Behavioral Health Initiative (CYBHI) initiative presents an opportunity for Compass to obtain funding from insurance companies when providing mental and behavioral health services to our scholars by our licensed school providers (e.g., school counseling clinician (LPCC), school counselors (PPS), Director of Counseling Services). The initiative's purpose is to assist scholars in flourishing emotionally, socially, and academically, and offers support for issues such as stress, anxiety, depression, trauma, and various other emotional challenges. For more information about the program and participation options, see this Notice of School-Based Mental Health & Wellness Services.

  In order to receive funding from CYBHI, Compass will ask for scholar health insurance information and parental consent. Importantly, you will **not** be billed when you provide insurance information, and all services are provided at **no cost to families**. Additionally, the mental and behavioral support your scholar receives at school does **not go** on scholars' permanent school or medical records

  Compass' school mental health professionals partner with TadHealth, a leader in school-based mental health platforms, to manage this process as our confidential Electronic Health Record System (EHR). TadHealth manages the behavioral and mental health services by our providers through a secure Electronic Health Record (EHR) system. Families will receive a unique, personalized link from the school to safely provide health insurance information and consent directly within the TadHealth portal. If you have any questions or are unable to access the link, please email tadhealth@compasscharters.org.

- **Care Solace** is a care coordination service to help scholars, staff, and families find mental health and substance use treatment matched to their needs. Care Solace's multilingual and culturally sensitive Care Companion™ team is available 24/7/365 to quickly connect individuals to community providers regardless of need.
  - ~~How~~

Students, Staff & Families Can Access Care Solace Services¶

- ~~Care Solace is available~~ by calling (888) 515-0595 or at https://www.caresolace.com/ccs. A dedicated Care Companion™ will help research treatment options matched to their needs, secure appointments, and follow up to ensure satisfaction with the provider and treatment.¶
- ~~Contact your school counselor and they can support you with~~

You can also contact your school counselor for support and a "warm hand-off" referral to a Care Companion~~™~~.

Available in the Community:

- **Community resources** are listed on the school website under Counseling Services and can be located on the Counseling Virtual Office page.

Available Nationally:

- **National Suicide Prevention Hotline:** This organization provides confidential support for adults and youth in distress, including prevention and crisis resources. Call, text or chat 988. Services are available 24 hours.
- **Crisis Text Line:** Text HOME to 741741- Crisis Text Line fields messages about suicidal thoughts, abuse, sexual assault, depression, anxiety, bullying and more.
- **The Trevor Project:** This organization provides suicide prevention and crisis intervention for LGBTQ youth between the ages of 13 and 24. Available at (866) 488-7386 or visit thetrevorproject.org.
- **Big Brothers/Big Sisters of America:** This organization is a community- based mentorship program. Community-specific program information can be found online at www.bbbs.org or by calling (813) 720-8778.

Human Trafficking Prevention

California has the highest number of incidents of human trafficking in the U.S. and all scholars may be vulnerable. ~~CCS~~Compass believes it is a priority to inform our scholars about (1) the prevalence, nature of and strategies to reduce the risk of human trafficking, techniques to set healthy boundaries, and how to safely seek assistance, and (2) how social media and mobile device applications are used for human trafficking.

In accordance with the California Healthy Youth Act, ~~CCS~~Compass will provide age-appropriate instruction on the prevention of human trafficking, including sexual abuse, assault, and harassment. You have the right to excuse your child from all or part of the instruction on the prevention of human trafficking. If you choose to opt out your child from all or part of the instruction, send an email to your scholar's supervising teacher stating so. Your consent for this instruction is NOT required. If we do not receive a written request to excuse your child, your child will be included in the instruction.

Information and materials for parents/guardians about the curriculum and resources on prevention of human trafficking and abuse, including sexual abuse, assault, and harassment are available on ~~CCS's~~Compass's website for your review.

Synthetic Drugs/Fentanyl Dangers

AB 889 added Education Code section 48985.5 requires a charter school to annually inform parents or guardians of the dangers associated with using synthetic drugs at the beginning of the first semester or quarter of the regular term.

According to the California Department of Public Health: Brightly-colored fentanyl (referred to as rainbow fentanyl) has been identified as a new trend according to the United States (U.S.) Drug Enforcement Agency (DEA) [1].

Rainbow fentanyl can be found in many forms, including pills, powder, and blocks that can resemble sidewalk chalk or candy. Any pill (regardless of its color, shape, or size) that does not come from a health care provider or pharmacist can contain fentanyl and can be deadly. Fentanyl is 80-100 times more potent than morphine and 40-50 times more potent than heroin and, as a result, is a major cause of overdose for unsuspecting individuals [2].

Drug traffickers have turned smartphones into a one-stop shop to market, sell, buy, and deliver deadly, fake prescription pills and other dangerous drugs. Drug traffickers advertise on social media platforms like Facebook, Instagram, Snapchat, TikTok, Twitter and YouTube, usually in disappearing, 24-hour stories and in posts, which are promptly posted and removed. Posts and stories, often accompanied by known code words and emojis designed to evade detection by law enforcement and preset algorithms, are used to market and sell illicit and deadly drugs including fentanyl on social media. Using direct messaging or by commenting on a post, drug traffickers and potential buyers often move to an encrypted communications app like WhatsApp, Signal, and Telegram to arrange drug deals with prospective buyers, and then payment is made with a one-click app like Venmo, Zelle, Cash App, or Remitly. [4] People who do illegal drugs in this manner, especially fentanyl have an highly increased risk of death.

What you can do:

- Stay vigilant and aware of the drug trafficking threats on smartphone apps.
- Know the dangers of counterfeit pills: their accessibility, availability and increasing lethality.
- Share the message that One Pill Can Kill.
- Visit DEA.Gov/onepill to learn more. [4]

According to the California Department of Public Health (CDPH) California Overdose Surveillance Dashboard [3]:

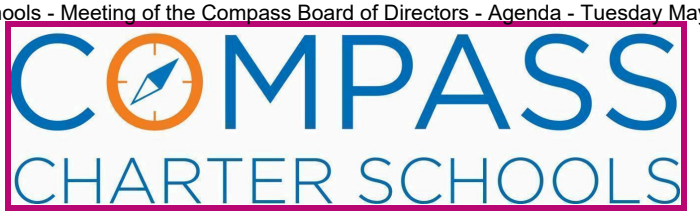
- Emergency department visits related to non-fatal opioid overdoses in California's youth ages 10-19 years more than tripled from 2018 (379 total) to 2020 (1,222 total).
- Opioid-related overdose deaths in California's youth ages 10-19 years increased from 2018 (54 total) to 2020 (274 total), marking a 407 percent increase over two years, largely driven by fentanyl.
- Fentanyl-related overdose deaths in California's youth ages 10-19 years increased from 2018 (36 total) to 2020 (261 total), a 625 percent increase.

For more information, reach out to your counselor or explore these resources:

- California Department of Public Health Overdose Prevention Initiative
- What every parent and caregiver needs to know about fake pills
- One Pill Can Kill

Cited:

[1] Drug Enforcement Agency. DEA Warns of Brightly-Colored Fentanyl Used to Target Young Americans. DEA Warns of Brightly-Colored Fentanyl Used to Target Young Americans (Last Updated: August 2022)
[2] CDPH. What is Fentanyl? https://www.cdph.ca.gov/Programs/CCDPHP/sapb/Pages/Fentanyl.aspx (Last Updated: August 2022)
[3] CDPH. California Overdose Surveillance Dashboard https://skylab.cdph.ca.gov/ODdash/ (Last Updated: July 2022)
[4] www.dea.gov/sites/default/files/2022-03/20220208-DEA_Social%20Media%20Drug%20Trafficking%20Threat%20Overview.pdf


COMPASS
CHARTER SCHOOLS

Tobacco-Free Schools

Ample research has demonstrated the health hazards associated with the use of tobacco products, including smoking and the breathing of secondhand smoke. ~~The Charter School~~Compass Charter Schools provides instructional programs designed to discourage scholars from using tobacco products. ~~The~~Compass Charter School's Governing Board recognizes that smoking and other uses of tobacco and nicotine products constitute a serious public health hazard and are inconsistent with the goals of ~~CCS~~Compass to provide a healthy environment for scholars and staff.

In the best interest of scholars, employees, and the general public, the Board therefore prohibits the use of tobacco products at all times on Charter School property and in Charter School vehicles. This prohibition applies to all employees, scholars, visitors, and other persons at school or at a school-sponsored activity or athletic event. It applies to any meeting on any property owned, leased, or rented by or from ~~CCS~~Compass.

Smoking or use of any tobacco-related product or disposal of any tobacco-related waste is prohibited within 25 feet of any playground, except on a public sidewalk located within 25 feet of the playground. Smoking or use of any tobacco-related product is also prohibited within 250 feet of the youth sports event in the same park or facility where a youth sports event is taking place. In addition, any form of intimidation, threat, or retaliation against a person for attempting to enforce this policy is prohibited.

The Superintendent & CEO or designee shall inform scholars, parents/guardians, employees, and the public about this policy. All individuals on Charter School premises share in the responsibility of adhering to this policy. Additionally, ~~CCS~~Compass will post signs stating "Tobacco use is prohibited" prominently at all entrances to school property. A copy of the complete Policy is available upon request at the Central Office and on the School's website within the Board Policy Manual.

Surveys About Personal Beliefs

Unless you, the parent or guardian, give written permission, your child will not be given any test, questionnaire, survey, or examination containing any questions about your child's, or their parents' or guardians' personal beliefs or practices in sex, family life, morality, or religion.

Free and Reduced-Price Meals

Pursuant to California Law, ~~CCS~~Compass shall provide two~~-~~ nutritionally adequate meals to each scholar who requests a meal without consideration of the scholar's eligibility for federally funded free or reduced-price meals with a maximum of one free meal per meal service (breakfast and lunch) each school day on which the scholar is scheduled for two or more hours of educational activities at a school site, resource center, meeting space or other satellite facility operated by ~~CCS~~Compass. Alternative income forms (family income survey) are included during ~~the~~ enrollment through the School Pathways Parent Portal. All families are encouraged to complete the application form, to include as many eligible scholars as possible.

~~The Charter School~~Compass Charter Schools also maintains a School Wellness Policy pursuant to state and federal requirements. A copy of the complete Policy is available upon request at the main office and on the school website in the ~~CCS~~Compass Board Policy Manual.

Income and Household Size Survey

Public schools may qualify for several federal and state grants based on annual population demographics. By completing this annual survey, families can help ~~the Charter School~~Compass Charter Schools obtain additional resources necessary to serve all scholars. Generally, schools with families that have eligible incomes based on the free and reduced lunch qualifiers may support these additional grants. Please note, funding determinations are based upon the total number of scholars that qualify. The information submitted in this survey is a confidential educational record and therefore protected by all relevant federal and state privacy laws that pertain to educational records including, without limitation, the Family Educational Rights and Privacy Act of 1974 (FERPA), as amended (20 U.S.C. Â§ 1232g; 34 CFR Part 99); Title 2, Division 4, Part 27, Chapter 6.5 of the California Education Code, beginning at Section 49060 et seq.; the California Information Practices Act (California Civil Code Section 1798 et seq.) and Article 1, Section 1 of the California Constitution.

School Safety Plan

~~The Charter School~~Compass Charter Schools has established a Comprehensive School Safety Plan. The Plan is available upon request at the Central Office and on the school website within the ~~CCS~~Compass Board Policy Manual.

Pregnant and Parenting Scholars

~~The Charter School~~Compass Charter Schools recognizes that pregnant and parenting scholars are entitled to accommodations that provide them with the opportunity to succeed academically while protecting their health and the health of their children. A pregnant or parenting pupil is entitled to eight (8) weeks of parental leave, or more if deemed medically necessary by the scholar's physician, which the scholar may take before the birth of the scholar's infant if there is a medical necessity and after childbirth during the school year in which the birth takes place, inclusive of any mandatory summer instruction, in order to protect the health of the scholar who gives or expects to give birth and the infant, and to allow the pregnant or parenting scholar to care for and bond with the infant. ~~The Charter School~~Compass Charter Schools will ensure that absences from the scholar's regular school program are excused until the scholar is able to return to the regular school program or an alternative school program.

Upon return to school after taking parental leave, a pregnant or parenting scholar will be able to make up work missed during their leave, including, but not limited to, makeup work plans and re-enrollment in courses. Notwithstanding any other law, a pregnant or parenting scholar may remain enrolled for a fifth year of instruction in ~~the Charter School~~Compass Charter Schools if it is necessary in order for the scholar to be able to complete any graduation requirements, unless ~~the Charter School~~Compass determines that the scholar is reasonably able to complete the graduation requirements in time to graduate from high school by the end of the scholar's fourth year of high school.

Complaints of noncompliance with laws relating to pregnant or parenting scholars may be filed under the Uniform Complaint Procedures ("UCP") of ~~the Charter School~~Compass Charter Schools. The complaint may be filed in writing with the compliance officer:

Elizabeth Brenner | Superintendent & CEO
850 Hampshire Road, Suite R | Thousand Oaks, California 91361 | (818) 824-6233 | ebrenner@compasscharters.org

A copy of the UCP is available upon request at the Central Office and on the school website within the ~~CCS~~Compass Board Policy Manual. For further information on any part of the complaint procedures, including filing a complaint or requesting a copy of the complaint procedures, please contact the Superintendent & CEO.

Master Agreement

To attend ~~CCS~~Compass, each scholar, learning coach (parent/legal guardian), special education case manager (if applicable), and supervising teacher shall sign a Master Agreement (MA) **prior to the first day** of courses each school year. This is a legal document and must be signed, dated, and returned to ~~CCS~~Compass. No scholar or learning coach will have access to the curriculum until the MA is signed and returned. ~~Failure to sign and return an MA within the first three days of the scholar start date will result in involuntary withdrawal.~~Master Agreements must be signed within two business days of receipt. The signed MA is the agreement that the scholar and learning coach sign to demonstrate their intention to continue enrollment in ~~CCS~~Compass. All scholars enrolled in ~~CCS~~Compass must sign a new Master Agreement each school year and/or if a scholar withdraws and returns within the same school year.

An addendum must be submitted if changes are made in courses, supervising teacher, special education case manager ~~or~~, grade level, program change or addition/ change to a scholar's SSID number during the school year. This document also requires that each scholar, Parent/Legal Guardian, special education case manager (if applicable), and supervising teacher sign, thus approving the changes. An updated MA must be submitted if changes occur to the scholar's physical address that results in an interdistrict school transfer.

The Master Agreement and Acknowledgment of Responsibilities must be signed by all parties as written. Conditions, exemptions, markings, notes, and additions are not permitted.

Teacher Qualification Information

As ~~the Charter School~~Compass Charter Schools receives Title I federal funds through the Elementary and Secondary Education Act (ESEA), as reauthorized and amended by the Every Student Succeeds Act (ESSA), all parents or guardians may request information regarding the professional qualifications of supervising teachers and/or paraprofessionals, including at a minimum:

1. Whether the scholar's teacher:
    a. Has met State qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction;
    b. Is teaching under emergency or other provisional status through which State qualification or licensing criteria have been waived; and
    c. Is teaching in the field of discipline of the certification of the teacher; and
2. Whether the child is provided services by paraprofessionals and, if so, their qualifications.

Upon request, ~~the Charter School~~Compass Charter Schools will provide the information to the parents/guardians in a timely manner. Contact the Superintendent & CEO at (855) 937-4227 or info@compasscharters.org to obtain this information.

Internet Service

Participation in ~~CCS requires an Internet connection. The nature of the CCS program's communication methods requires that~~Compass requires reliable internet access. As a virtual school, scholars and their learning coaches ~~have Internet access to access resources, as well as to log attendance and submit assignments.~~ use the Internet to participate in and access school services, including: instruction, support, instructional materials, communication with teachers and staff, logging attendance, submitting assignments, and assessments. Families struggling to secure internet services should contact the IT team to learn about their options and resources available to them. Learning coaches who wish to request

Internet service reimbursement will need to fill out the appropriate forms and email them to our IT Department. Alternatively, a learning coach may opt to independently purchase an Internet connection.

Internet Safety Policy

It is the policy of ~~CCS~~Compass to: (a) prevent user access over its computer network to, or transmission of, inappropriate material via Internet, electronic mail, or other forms of direct electronic communications; (b) prevent unauthorized access and other unlawful online activity; (c) prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors; and (d) comply with the Children's Internet Protection Act [Pub. L. No. 106-554 and 47 USC 254(h)]. The ~~CCS~~Compass Internet Safety Policy is available on the school website or at the Central Office within the ~~CCS~~Compass Board Policy Manual.

As part of our ongoing efforts to keep scholars safe online and to enforce our Residency Policy, the ~~CCS~~Compass IT team manages and oversees the use of scholar accounts and associated internet activity. However, no management system is 100% effective. If you come across any suspicious behavior, emails, media, or other communications while using any ~~of your~~ school issued ~~accounts~~account, please alert your teacher and/or the ~~CCS~~Compass IT team immediately ~~at itteam@compasscharters.org. Please read the Scholar Use of Technology Policy (Section 37) of the Acceptable Use Policy for scholars and families~~ at ITteam@compasscharters.org.

Please read the Technology Acceptable Use Policy (Board Policy # 37, and at end of handbook) for more information.

Incoming Scholar Grade Level Placement Policy

A scholar's grade level is determined upon initial enrollment and is written on the Master Agreement.

TK - 8th Grade

- Incoming scholars will be placed at their age-appropriate grade level, not below or above grade level, unless the previous school has officially approved a retention or promotion (official documentation from the school is required).
- For incoming scholars, if the grade level placement the learning coach desires differs from that indicated in the prospective assignment, the situation must be discussed with the Program Director prior to making the change on the Master Agreement. The Director will make a recommendation for the Superintendent & CEO or designee who shall make the final decision.
- Per California Education Code sections 46300 and 48011, a scholar of kindergarten age who is enrolling in TK must complete the Kindergarten Continuance form. Per our incoming grade-level placement policy, this parent/guardian request would need approval from the Program ~~director~~Director.

Middle School (6th-8th Grade)

An incoming 6-8th grade scholar must provide the most recent report card and current progress report, if enrolling during the school year, in order to determine appropriate placement. Failure to do so does not delay enrollment, but will delay the appropriate placement of the scholar into courses. If a scholar has not attended school for an entire academic year or more, appropriate placement will be reviewed by the Program Director and Director of Counseling Services. Scholars may be required to take assessments to determine appropriate placement.

High School (9th-12th Grade)

An incoming 9-12th grade scholar must provide official transcripts, the most recent report card, and current progress report, if enrolling during the school year, in order to determine appropriate placement. Failure to do so does not delay enrollment, but will delay the appropriate placement of the scholar into courses.

Upon enrollment, high school scholars will be placed into courses according to the credits the scholar has earned at previous schools and takes into account appropriate course level sequencing in order to meet graduation requirements.

Policy on Promotion and Retention

Promotion to the next grade level upon completion of the school year is dependent upon the grades earned. Scholars must pass a minimal number of core curriculum courses (i.e. mathematics, science, social science, and language arts) and successfully complete any prescribed school year academic instructional support programs. Scholars who are at risk of retention will be provided with programs of supplemental instruction during the school year. Scholars who do not make satisfactory progress each year are at risk of being retained.

If a parent/guardian is initiating a request for a retention consultation, or a promotion to "skip" a grade level, such a request must be made in writing to the scholar's supervising teacher and ~~program~~Program Director. This request may result in a Promotion/Retention Team meeting to review this request and implement a plan to determine viable next steps for a decision to be made regarding the request for promotion or retention. Compass Charter Schools is not obligated to accept a request for retention or promotion and holds the right to make the best decision based on evidence and data captured through this process.

~~The complete CCS scholar Promotion and Retention Policy is available at the Central Office or on the school website within the CCS Board Policy Manual.~~ ¶

Requests for promotion to "skip" a grade level will be considered for scholars enrolled at Compass for at least one full year and in Grade 3 or above. 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.

The complete Promotion and Retention Policy is available at the Central Office or on the school website within the Compass Board Policy Manual.

Benchmark Testing

All scholars will be required to take a benchmark assessment in math and reading in order to determine a baseline of proficiency levels at the beginning of the school year. They will be assessed again in December, prior to winter break, and at the end of the school year. Pursuant to ~~CCS's~~Compass's Independent Study Board Policy, scholars are required to participate in benchmark assessments, as detailed in the Master Agreement, in order to determine satisfactory educational progress. If a scholar fails to or declines to participate in benchmark assessments, this will trigger ~~CCS~~Compass to conduct an evaluation to determine whether it is in the best interests of the scholar to remain in independent study. If the scholar has not attended school for an entire academic year or more, appropriate placement will be reviewed by the Director of Counseling Services, Program Coordinator, and Program Director. Scholars may be required to take additional assessments to determine appropriate placement. Scholars who enroll after the school year has begun will complete the initial benchmark assessment within three weeks of enrollment.

¶

Scholar Expectations

- ~~Attend live, monthly Connection Meetings with your ST.~~¶
- ~~Attend live, real-time virtual classroom synchronous sessions as assigned.~~Conduct oneself in a respectful, responsible, and safe manner in all Compass interactions and communications, including but not limited to in-person and virtual functions.
- Attend, at minimum, one virtual meeting with my supervising teacher per learning period, with my camera on and as required for some school activities.
- Attend all scheduled live, real-time virtual classroom synchronous sessions.
- Participate in all scheduled meetings prepared to discuss learning and academic progress.
- Request support from my supervising teacher, education specialist (if applicable), school counselor (if applicable), and tutors (if applicable), as needed.
- Attend all applicable support sessions if applicable (e.g. designated English Language Development tutoring for English learners, MTSS intervention tutoring, ~~or~~ counseling sessions, and Special Education services).
- Scholars taking high school courses that qualify for "a-g" requirements will engage in at least one hour per week per high school subject of interactive instruction and/or academic tutoring/advising.
- Use only Compass-assigned school email address and accounts—as well as devices, when provided and available—for all school-related activities.
- Upload a body of work and~~-~~ assignments to the appropriate platform for teacher evaluation.
- At a minimum, work approximately one (1) hour per subject or up to six (6) hours per day. The amount of time a scholar spends per subject will vary based on individual scholar strengths.
- ~~Complete the assignments according to the assignment work record and reach out to your teacher(s) with questions to ensure success.~~¶
- ~~Do your own work. Do not plagiarize. Do not claim work generated by Artificial Intelligence (AI)~~Submit assignments aligned to assigned standard(s) weekly, and/or by due dates assigned by the ST. In addition, scholars will turn in any and all requested in-progress and/or fully completed assignments, if requested, within three (3) days of request.
- Do your own work. Do not plagiarize. When appropriate, cite the use of Artificial Intelligence (AI) contributions. Do not claim work generated by AI as your own. All scholars are required to ~~follow and~~ be aware of ~~the~~and avoid Academic Dishonesty ~~Plagiarism Policy.~~ and Plagiarism, as described in the Academic Integrity and Plagiarism section of this handbook.
- Be an active and engaged learner. Create a daily schedule to ensure all assigned work is completed. Complete work every school day and adhere to the attendance policy.
- Proactively communicate with teachers, counselors, and administration as needed. Respond to all communication within 24 hours.
- If technical difficulties arise with ~~CCS~~Compass-issued computers, contact the IT Department immediately to resolve the issue.
- When a scholar participates in extracurricular activities, the scholar is expected to maintain coursework and submit assignments on time.
- Notify the Records Department within five business days if there is a change of address, phone or email.
- Be respectful and follow the ~~CCS~~Compass ARTIC values in all interactions with fellow scholars, learning coaches, faculty, and staff.
- Participate in the required internal benchmark assessments, social-emotional learning (SEL) screener, K-2 Reading Difficulties Risk Screener, and all state testing, e.g. CAASPP, and the Physical Fitness Test (PFT), if applicable.~~-~~¶
- ~~California Education Code (CEC)~~, and with camera on when required.

- CA Ed Code § 51225.7 requires each 12th grade scholar's completion and submission of a FAFSA or CADAA unless the scholar is determined to be exempt or an opt-out form is completed by a legally emancipated scholar, a scholar who is 18 years or older, a legal guardian, or parent, or a local educational agency on a scholar's behalf. Notify the College Career Readiness Counselor to request an opt-out form.

Learning Coach Responsibilities

- ~~Attend monthly Connection Meetings with your scholar's ST.~~¶

~~Communicate regularly with all school staff, including your scholar's supervising teacher~~

- Conduct oneself in a respectful, responsible, and safe manner in all Compass interactions and communications, including but not limited to in-person and virtual functions.
- Facilitate learning and monitor scholar progress in all subjects/courses outlined in the Master Agreement.
- Communicate with scholar's supervising teacher, education specialist (if applicable), school counselor (if applicable), and tutors (if applicable) in a timely and effective way.
- Initiate conversations about progress before there is an issue.
- Attend all requested meetings, including but not limited to, required virtual connection meetings with Compass staff and prepared to discuss scholar's learning and academic progress.
- Request support from scholar's supervising teacher, education specialist (if applicable), school counselor (if applicable), and tutors (if applicable), as necessary.
- Communicate regularly and timely with all school staff when requested.
- Be respectful and follow the ~~CCS~~Compass ARTIC values in all interactions with other learning coaches, ~~CCS~~Compass staff, and our providers; ensure your scholar is respectful and follows ~~CCS~~Compass ARTIC values in all interactions with other scholars, ~~CCS~~Compass staff, and providers~~¶~~
- ~~Complete and sign~~.
- Do not use harassing or threatening language or profanity in any communications with Compass staff including posting on official school social media platforms.
- Complete Activity Logs daily and sign at the end of the learning period.
- Check email and phone messages daily (including any automated messages about scholar attendance and/or progress) for all ~~CCS~~Compass communication, including Monday Morning Updates, Parent Square messages, and the quarterly newsletters; respond promptly if a response is required.
- ~~Maintain reliable contact information on record at the school. Inform the Records Department within five business days of any changes to contact information, including phone, email, or address.~~¶
- ~~Monitor scholar progress and initiate conversations about progress before there is an issue.~~¶
- ~~Ensure that all assigned scholar work is submitted each learning period for teacher evaluation.~~ ¶
- ~~Notify your ST~~Ensure scholar completes all required school assessments, within the timeline, including the following: Alternate Local Assessment, benchmark assessments, and course assessments (as applicable).
- Ensure scholar completes all applicable state level assessments, which include: CAASPP, CAA, CAST, PFT, and ELPAC.
- Maintain reliable contact information on record at the school. Inform the Records Department within five business days of any changes to contact information, including phone, email, or address. Scholars must reside within counties Compass is legally authorized to serve (CA Ed Code § 51747.3). Falsifying residency or any documentation can lead to involuntary withdrawal from the program (EC § 47605(c)(5)(J)(iii))) or civil liability.
- Ensure scholar submits assignments aligned to assigned standard(s) weekly, and/or by due dates assigned by the ST. If requested, turn in any and all requested in-progress and/or fully completed assignments within three (3) days of request.
- Notify school staff of any ~~extended~~temporary family travel, except during normal school vacations and holidays, at least ~~two weeks~~10 days prior to ~~leaving~~departure and follow Compass' residency policy.
- Create a home environment that is conducive to learning. This includes a regular schedule, eliminating

distractions, and being a guiding presence in your scholar's daily school life by preparing for learning. Encourage and help the scholar to be actively involved in the learning process.

- Ensure that selection of curriculum is limited to that which is Compass approved and in alignment with the courses indicated in the Master Agreement
- Ensure the scholar works daily, Monday through Friday, for sufficient time to ensure success. Establish daily and weekly goals by creating a consistent schedule. Setting, reaching, and then celebrating those goals can motivate scholars toward success.
- Support your scholar to attend synchronous learning sessions, all support sessions, special education services, and open office hours as requested by ~~CCS~~Compass staff. Become familiar with the ~~CCS~~Compass grading system and grade level standards expectations, making sure to provide a sufficient body of work to the ST to determine progress and final grades.
- Work in partnership with the ST and counselor to support the scholar.
- Ensure ~~school property is treated with respect and used for appropriate educational purposes.~~ ¶
- ~~Support the scholar's participation in benchmark assessments, our SEL screener, K-2 Reading Difficulties Risk Screener, and state testing~~Scholar exclusively uses only their Compass-assigned school email address and accounts—as well as devices, when provided and available to them—for all school-related activities.
- Monitor scholar's online activities and use of web services, as securities and protections built into Compass devices and digital systems are not guaranteed to work flawlessly.
- Ensure school property is treated with respect and used for appropriate educational purposes.
- Support the scholar's participation in benchmark assessments, our SEL screener, K-2 Reading Difficulties Risk Screener, and state testing.
- Scholars in grade 12 will be deemed a Cal Grant applicant with the California Student Aid Commission (CA Ed Code § 69432.9). Compass will submit grade point averages to the Commission by October 1st of the scholar's 12th grade year. Parents of scholars under 18 years of age, or scholars age 18 and older, who would like to opt-out must send written notification to the Records Department prior to February 1st of the scholar's 11th grade year.

Virtual Classroom and Session Expectations

~~CCS~~Compass Charter Schools will follow discipline procedures, including suspension and expulsion procedures, in accordance with ~~the CCS~~its charter and ~~the Charter School policy as it pertains~~policies pertinent to violations ~~to~~of any of the following expectations. Virtual classroom and session expectation include:

- Login using ~~CCS~~Compass-issued email address for virtual sessions held via Zoom.
- Respect opinions and privacy of others during web-based discussions.
- Refrain from posting anonymous messages unless authorized by the teacher.
- Use only your own username and password, and do not share these with anyone.
- Do not post personal information including: Phone number, YouTube, Facebook, etc.
- Do not download, transmit, or post material that is intended for personal gain or profit.
- Do not post material that is obscene or defamatory or which is intended to annoy, harass, or intimidate another person. This includes distributing "spam" mail, chain email, viruses, or other intentionally destructive content.
- Do not distract other scholars via chat, web, or drawing features.
- Do not upload or post any software on ~~CCS~~Compass instructional computing resources that are not specifically required for your assignments and approved by your teacher.
- Do not post any audio, video, or other non-instructional files to any ~~CCS~~Compass server.
- Avoid using sarcasm, jargon, slang, and never use derogatory or foul language. Cyberbullying of any kind will not be tolerated.
- Limit use of communications expressed in all capital letters, as this can be considered yelling.

- Do not broadcast online discussions, and never reveal other people's email addresses.

A copy of the Compass full Suspension and Expulsion Policy is available on the school website or at the Central Office, as well as within this handbook.

Attendance

Attendance is important for the success of a scholar. If a scholar does not attend school, then a scholar cannot succeed in their courses. Attendance at an independent study school looks very different than that at a brick and mortar school.

Independent Study attendance credit is based upon the scholar's daily engagement in instructional activities required by the school (assignments) on days that school is in session (Monday through Friday, non-holidays) and further determined based upon the time value of the scholar's body of work, judged at the discretion of the supervising credentialed teacher. A copy of ~~the~~Compass Charter School's full Independent Study Policy is available on the School website within the ~~CCS~~Compass Board Policy Manual or at the Central Office.

Activity Logs

The learning coach and scholar must ensure that activity logs are accurate, marking activity each day ~~in the relevant subject areas~~that their scholar completed work. Activities may include virtual courses, outside courses, courses at learning centers, lessons at home, field trips, etc. This log is a mandatory requirement and must be updated daily~~.~~ and signed by the Learning Coach or authorized contact at the end of each Learning Period. Connection meetings also validate activity logs. Blanks on the activity log from lack of educational activity for the day or from lack of connections with the ST are considered absences. All absences are unexcused.

Assigned Work Requirements

~~In order for~~For attendance credit to be given and to monitor ~~scholar~~scholars' academic progress, scholars must complete and submit all ~~work assigned during the learning period and within the timeline/due date indicated on this assigned work. Work is assigned at the beginning of each learning period by the supervising teacher.~~ assignments aligned to the assigned standard(s) weekly, and/or by the due dates as assigned by the ST. Work is assigned at the beginning of each learning period by the ST, and the completed work is due by the teacher's due date. In Online Accelerate Education courses, this assigned work is outlined within the course activities.

If the ST requires further or alternate assignments as part of the body of work to determine attendance or grades, those must be provided within three days of the request.

Teachers will give scholars due dates, the quantity, and descriptions of the body of work that should be submitted in accordance with the Independent Study Board Policy.

It is essential that the body of work is submitted on time. Failure to do so can result in academic or disciplinary sanctions, including truancy.

~~Connection Meetings~~Assignment Guidelines

All grades: I will submit assignments aligned to assigned standard(s) weekly, and/or by due dates assigned by the ST. In addition, I will turn in any and all requested in-progress and/or fully completed assignments, if requested, within three (3) days of request.

Assignment criteria may include but are not limited to:

- Be from board approved curriculum at the scholar's grade level in accordance with /Master Agreement courses
- Be representative of the scholar's independent own work and abilities
- Be neat and legible
- Include the scholar's name on the page
- Not contain any religious teaching or references
- (For Math) Show problems worked out or explained in detail by the scholar
- NOT be multiple choice worksheets
- Be scored and/or have written evaluative comments by the learning coach (parent)
- For photos or Videos:
  a. Be clear with sufficient light
  b. Include the scholar with the project or work
  c. Demonstrate the learning
  d. Have a clearly written summary of the learning. (Use several photos if needed.)

Acceptable Assignments:

- Written assignment
- Slides or Powerpoint presentation
- Written work, essay, or test
- Completed project with a brief summary of learning
- Video* of lessons or activities that demonstrate learning
- Summary of educational field trip or excursion
- Photo and explanation of a science experiment
- Video* or audio of the scholar reading aloud or to a sibling or parent
- Video* of a scholar giving a speech
- Video* or audio of the scholar explaining a recently learned concept

*For video or audio submissions, please include a brief description of the topic covered and the activity.Connection Meetings

Learning coaches and scholars will attend scheduled connection meetings each month with the ST. During connection meetings, scholar work and progress will be reviewed. Scholars will showcase their learning during the connection meeting through presenting assignments that highlight academic progress. Goals that ensure scholar success will also be created and reviewed during connection meetings. Further, the ST will review and assign work to be completed during the following learning period.

Although connections can certainly be made more often and by other means as needed, scholars and learning coaches (parents) must connect with the ST by a live video connection (e.g. Zoom) no less than once per every twenty-seven school days. The learning coach (parent(s)), scholar, and ST should decide on and set the connection meeting dates for the year and keep that schedule.

The following are key components of learning period connections and constitute "assignments":

- Live communication/required meetings
- Body of work scholar showcase
- Daily Activity Logs completed and signed at the end of each learning period

Teachers are available to meet with learning coaches and scholars in addition to these formal connection meetings by request.

Homeroom Instruction

Opportunities for synchronous instruction and daily live interaction shall be made available to scholars in accordance with the Independent Study Board Policy. Supervising teachers will be providing homeroom instruction for their roster scholars to participate in grouped, synchronous instruction daily for TK-3rd grades and weekly for grades 4-12. In addition, scholars in the Online Learning Program will attend learning labs to provide direct instruction that coincides with scholar asynchronous learning and scholar need.¶

Missed Assignments/Truancy

If the ST determines that satisfactory educational progress is not being made, the ST shall notify the scholar and learning coach and conduct an evaluation pursuant to the Independent Study Policy to determine whether it is in the best interest of the scholar to remain in the program.

For scholars in all grade levels and programs offered by ~~the Charter School~~Compass Charter Schools, the maximum length of time that may elapse between the time an assignment is made and the date by which the pupil must complete the assigned work shall be twenty-seven school days.

In order for attendance credit to be given, at the start of each learning period, the teacher will assign ~~to~~ the scholar work to be completed. The assigning and completion of these assignments will be indicated on the Assignment Work Record and the ST will evaluate the time value and work submitted in order to give attendance credit at the end of the LP.

State Standardized Testing

Per the CDE, “Charter schools are required to participate in the California Assessment of Student Performance and Progress (CAASPP), and scholars in applicable grades will participate therein, unless exempted as provided by law.”

As attendees of a public charter school, our scholars participate in the following state standardized tests:

- Grades 5, 8, 10, or 11: California Science Test (CAST).
  Grade 12 scholars will take the CAST if they have not previously taken it.
- Grades 3-8, and 11: SBAC (California Assessment of Student Performance and Progress ~~[CAASPP]~~(CAASPP) in ELA & math.
- Grade 5, 7, 9 - Physical Fitness Test (PFT)
- English Language Learners: English Language Proficiency Assessments for California (ELPAC)

These examinations provide ~~CCS~~Compass with information for evaluation and future planning. These exams also indicate ~~CCS~~Compass’ effectiveness in carrying out its educational mission. Participation rates are critical to the success of our school. According to recent changes promulgated by the Every Student Succeeds Act (ESSA), signed into law in December 2015, a public school is required to achieve a participation rate of 95% on any state testing. If a school has less than 95% of its scholars participate in any assessment, the school receives a serious penalty by the state of California or federal government. The state of California has changed how it calculates the academic indicator for schools on the California Dashboard. California is now required to apply a penalty to the calculation of the Academic Indicator for any school that does not reach that 95% requirement. The state will assign the Lowest Obtainable Scale Score (LOSS) to each scholar needed to bring the participation rate of the school, district, and/or student group to 95%. This is akin to assigning a score of zero to each scholar who doesn't take the CAASPP. Please note, though, that scholars who did not test will NOT receive a LOSS on their individual California Assessment of Student Performance and Progress (CAASPP) student score reports - this impacts the school as a whole, not the individual scholar or the CAASPP Student Score Data File. Our state test scores are shared with our authorizing school districts that, under recent legislation, have the ability to deny the

renewal of a charter school without further intervention. If a charter school's state test participation rate is low, the authorizer may be more likely to decline charter renewal.

~~CCS~~Compass administers all state standardized ~~tests~~assessments at sites geographically placed among our scholar locations or remotely, California Department of Education (CDE) permitting. ~~A testing~~An assessment schedule will be provided to our learning coaches. ~~▪~~ Individual scholar performance results on statewide assessments will be ~~distributed to both learning coaches and STs and on the California Department of Education's (CDE) web page at www.cde.ca.gov/ta. Notwithstanding any other provision of law a learning coach's~~shared with scholars, Learning Coaches and STs. In addition, overall schoolwide performance data is reported to the California Department of Education for accountability purposes and is reflected on the California School Dashboard.

CAASPP results are used in California to measure student proficiency in ELA, mathematics, and science against state standards, guiding instruction and identifying learning gaps. They inform teacher instruction, provide scholar progress reports to parents, may determine 11th-grade college readiness (EAP) for CSU/community college placement, and drive school-level decisions through the California School Dashboard.

Individual Student Assessment: Reports help parents and teachers track progress across grades and understand strengths/weaknesses in reading, writing, and math.

College and Career Readiness: 11th-grade Smarter Balanced results may act as an early indicator for college readiness (EAP), allowing students to be exempted from placement tests at California State Universities (CSU) and some community colleges.

School Funding and Accountability: Results are used to develop Local Control and Accountability Plans (LCAPs) and are reported on the California School Dashboard to showcase school performance.

Alternative Assessment: For scholars with significant cognitive disabilities, California Alternate Assessments (CAAs) track progress toward proficiency in adapted content.

Diagnostic Tools: Results can indicate the need for targeted intervention strategies.

Assessment information is also available on the CDE website at www.cde.ca.gov/ta. Notwithstanding any other provision of law, pursuant to California Education Code Section 60615, a Learning Coach's written request to ~~CCS~~Compass officials to excuse their scholar from any or all parts of the CAASPP assessments, including CAST, shall be granted.

Universal Screeners

Universal Reading Difficulties Screener: Amira Learning (Grades K-2)

In accordance with California Department of Education requirements and California Education Code Sections 53008 and 53008.5, the school administers a Reading Difficulties Risk Screener to all scholars enrolled in kindergarten through grade two. Our school uses Amira Learning as the state-approved screening and progress-monitoring tool.

Screening Requirements

- All K–2 scholars are screened **within 45 calendar days of enrollment** and **at least once annually**.
- New scholars enrolling during the school year must complete the Amira screener in addition to their initial academic assessments.
- Screening is used to identify scholars who may be at risk for reading difficulties, including characteristics of dyslexia.

Screening results are used to inform instruction, guide appropriate interventions, and support ongoing progress monitoring; they do not constitute a medical or educational diagnosis. Families will be notified if results indicate a potential risk for reading difficulties and may be offered additional instructional supports or interventions.

Parents and guardians may choose to opt out of the Reading Difficulties Risk Screener by completing the school's opt-out form, as permitted by state law. Opting out does not eliminate the school's responsibility to provide appropriate instructional support based on other available data.

Amira may also be used throughout the school year as a progress monitoring tool to measure growth and evaluate the effectiveness of instruction.

The Social, Academic, and Emotional Behavior Risk Screener (SAEBRS)

Overview

SAEBRS is a brief, norm-referenced social-emotional behavior assessment that screens all scholars to identify behavioral risk and strengths related to resiliency and wellbeing for scholars in grades K-12.

Frequency of Assessment

To ensure scholars receive timely support, the SAEBRS is administered two times per year (Fall and Spring). These check-ins allow the school to monitor trends and adjust support systems to meet scholar needs.

Tests Proctored by Agencies Other Than ~~CCS~~Compass

Advanced Placement (AP)

Advance Placement (AP) is a program offering college-level curricula and examinations to high school scholars. American colleges and universities often grant placement and course credit to scholars who obtain high scores (typically scores of 3 or better) on the examinations. The AP curriculum for each of the various subjects is created for the College Board by a panel of experts and college-level educators in that field of study. For questions on AP testing, registration and locations, please speak with the AP Coordinator.

Preliminary Scholastic Aptitude Test (PSAT/NMSQT)

The PSAT/NMSQT is the Preliminary SAT/National Merit Scholarship Qualifying Test The test is usually taken in the junior year as practice for the SAT and is used to qualify scholars for the National Merit Scholarship. The PSAT is offered

nationally every year in October. For questions on PSAT testing, registration, fee waiver and locations, please contact the College & Career Readiness Counselor.

Scholastic Aptitude Test (SAT)

A nationwide test used by some institutions to help determine college and university admission eligibility. However, please be advised that The California State University (CSU) and University of California (UC) no longer utilizes the SAT in determining admission eligibility for their campuses. The SAT is offered and administered by the College Board. It is the scholar's responsibility to register and pay for this test. The test may be taken more than once. There are several different test dates between August and June. Scholars are encouraged to take the SAT as early as May or June of their junior year. Apply online at www.collegeboard.com. For questions on SAT testing, registration, fee waivers and locations, please contact the College & Career Readiness Counselor.

American College Test (ACT)

A nationwide test used by some institutions to help determine college and university admission eligibility. However, please be advised that The California State University (CSU) and University of California (UC) no longer utilizes the ACT in determining admission eligibility for their campuses. The ACT test content consists of English, math, reading, and science. There is also a writing portion available which many colleges require. There are several dates between September and July (different dates than the SAT). Scholars may take the test more than once. Apply online at www.actstudent.org. For questions on ACT testing, registration, fee waivers and locations, please contact the College Career Readiness Counselor.

California Proficiency Program (CPP)

A test for scholars who need to verify high school level skills to earn the legal equivalent of a high school diploma. Scholars eligible to take the CPP must have at least one academic year of enrollment in the 10th grade at the end of the semester during which the CPP administration will be conducted. Prior to registering for the exam, please contact your counselor. For more information, visit cde.ca.gov/ta/tg/cp.as.

College Level Examination Program (CLEP)

A credit by examination program that allows participants to demonstrate college level mastery of introductory courses and possibly earn college credit (note: high school credit is not awarded). Policies for accepting CLEP college credits vary from college to college, so please check with the targeted college first.

General Educational Development Test (GED)

A test which may be taken by scholars 18 years of age or older and no longer enrolled in high school for the purpose of earning a California High School Equivalency Certificate. Prior to registering for the exam, contact your counselor. For more information, visit ged.com.

High School Equivalency Test (HiSET)

Must be a California resident or a member of the Armed Forces to take this exam. A scholar must meet state eligibility requirements. Please view the link for details. Prior to registering for the exam, contact your counselor. For more information, visit hiset.ets.org/requirements/ca.

Contact Information & Communication Procedures

Methods of Communication

Reliable contact information is required for all learning coaches and for scholars.
Email Expectations

- **For the protection and safety of our staff and scholars, all scholars must use their school-issued ~~CCS~~Compass scholar email for all communication, access to live sessions via Zoom, ~~CCS~~Compass online platforms, such as Google Classroom, virtual workshops, engagement events, and more.**
- The ~~CCS~~Compass issued email address is to be the primary email for all scholar communications (including 6-12). Learning coaches will need to use their own email addresses for email communication and cannot use the scholar's email address to communicate.
- All scholars are expected to communicate respectfully with school staff and peers through all methods of communication by using appropriate language. Failure to do so may result in disciplinary action.
- Scholars are expected to reply to communication from school personnel within 24 hours.
- All scholars should include their name and grade when they are emailing school staff.

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Notification Regarding Change of Contact Information

As stated in the Master Agreement Acknowledgement of Responsibilities, it is the responsibility of parents, guardians or adult foster care caregiver to inform the school of any change of address, telephone number or emergency information. Parents must provide a manner to receive both written (U.S. Mail) and oral communication (telephone, cell, email) regarding their child(ren). For the protection of the scholar's health and welfare, and to facilitate immediate communication with the parent/legal guardian or caregiver, ~~CCS~~Compass, in accordance with Education Code Section 49408, requires the parent/legal guardian to provide current emergency information in the online enrollment application at the time of enrollment. Every parent/legal guardian or caregiver must complete an online enrollment application for each scholar at the time of enrollment. Emergency information should include, but is not limited to the following:

- Home address and current telephone, including cell phone
- Employment/business addresses and phone numbers
- Relative/Friend's name, address, and telephone numbers authorized to pick up and care for the scholar in an emergency situation, if the parent/legal guardian cannot be reached.

This information must be updated with the Records Department within five business days to ensure timely communication with ~~CCS~~Compass staff. In order to request a change of contact information, the learning coach must complete the Change of Contact Information Form which is located on the Schools' website.
Parents of scholars with disabilities should also have the name of any other designated adult who can receive their child in case of an emergency. Scholars will only be released to a person listed on the emergency card unless the parent/legal guardian has provided written authorization on a case-by-case basis during testing and/or other engagement or enrichment events. Parents are required to ~~update~~keep this information ~~at least twice per school year. The~~up to date.The emergency phone number for the parents and relatives/friends and all other information, such as name or address can be changed through the Change of Information Form found on our website.

Proof of Residency

Learning Coaches must notify the Records Department to provide a proof of new residence within five (5) business days. A form to submit these changes can be found on the School's website under Parent/Scholar Resources. Learning Coaches must complete the Change of Contact Form to update their address and provide an updated proof of residence attached or emailed to records@compasscharters.org. Scholars must reside within counties Compass is legally authorized to serve (CA Ed Code § 51747.3). Falsifying residency or any documentation can lead to involuntary withdrawal from the program (EC § 47605(c)(5)(J)(iii))) or civil liability.

Academic Program

AVID

Advancement Via Individual Determination (AVID), is a college readiness system for elementary-aged scholars through higher education that is designed to increase school-wide learning and performance. The AVID College Readiness System (ACRS) accelerates scholar learning, uses research-based methods of effective instruction, provides meaningful and motivational professional learning, and acts as a catalyst for systemic reform and change. While typically found in brick-and-mortar schools, Compass is proud to be one of a select few who are offering this program online.

The AVID curriculum, based on rigorous standards, is driven by the Writing, Inquiry, Collaboration, Organization and Reading (WICOR) method. AVID curriculum is used in AVID elective courses and in content-area courses (English language arts, math, science, and social studies) in AVID schools. Our teachers use AVID strategies in all of their instructional practices and encourage learning coaches to put these strategies into practice at home. ~~High~~Middle school and high school scholars can enroll in the AVID elective courses.

Scholar Recognition

- Core Values (ARTIC) Awards are designed to celebrate scholars who exemplify ~~CCS~~Compass' ARTIC Values. These are awarded by teacher recommendation two times per year, once per semester.
- Finding Your Compass, A Counseling Award - This recognition will be awarded to scholars that have consistently committed to their personal growth, academic development, school community, and college-career readiness through their participation in a minimum of five direct counseling services during the school year; such as learning labs and small group sessions. This will be awarded at the end of the school year.
- Firebird of the Year is awarded by teacher recommendation based on demonstration of ~~CCS~~Compass' ARTIC values and being a scholar of the month recipient.
- Golden State Seal Merit Diploma (12th) - The Golden State Seal Merit Diploma is an award given to recognize public school graduates who have demonstrated their mastery of the high school curriculum in at least six subject matter areas, four of which are English language arts, mathematics, science, and U.S History, with the remaining two subject matter areas selected by the scholar. The Golden State Seal Merit Diploma insignia is affixed to the diploma and transcript of each qualifying scholar. Seal should continue to be awarded to qualifying scholars per California Education Code Section 51454.
- Honor Roll recognition is awarded each semester to scholars who have earned a minimum 3.5 ~~rubric average (TK-5) or a minimum 3.5~~ GPA (6-12).
- NHS Lifetime members must be inducted into ~~CCS~~Compass NHS Chapter and stay compliant with service hours as well as meeting attendance for 3+ Semesters.
- Perfect Attendance award is given to scholars who attend 100% of the days during the award period.
- Presidential Award for Educational Achievement (Silver Seal) (8th, 12th) recognizes scholars who show outstanding education growth, improvement, commitment or intellectual development in their academic

subject, but who do not meet the criteria for the President's Award for Educational Excellence. Teacher and Coordinator recommendation required.

- Presidential Award for Educational Excellence (Gold Seal) (8th, 12th) recognizes academic success by either grade point average of 90 on 100 scale, A- on letter scale, or 3.5 on a 4.0 scale, plus high achievement on state or nationally normed reading or mathematics examinations (or) recommendations of a teacher plus one other staff member).
- RFEP Award (12th) - Given to scholars at 12th grade graduation for achieving the distinction of RFEP during their educational career.
- Samaritan Award recipients must complete fifty hours of community service and apply for the award in order to be considered for this achievement.
- Scholar of the Month is awarded by teacher recommendation based on demonstration of ~~CCS~~Compass' ARTIC values.
- State Seal of Biliteracy (12th) - The State Seal of Biliteracy is an award given in recognition of scholars who have attained a high level of proficiency in two or more languages. The State Seal of Biliteracy takes the form of a gold seal that appears on the transcript or diploma of the graduating senior, and is a statement of accomplishment for college admissions and future employers. The Seal will be awarded to qualifying scholars per California Education Code sections 51460–51464.
- State Seal of Civic Engagement (11-12th) - The State Seal of Civic Engagement is an award given in recognition of scholars who demonstrate excellence in civics education and participation, and an understanding of the United States Constitution, the California Constitution, and the democratic system of government. The State Seal of Civic Engagement takes the form of a seal that appears on either the scholar's transcript or diploma and is a statement of accomplishment for college admissions and future employers. The State Seal of Civic Engagement will be awarded to qualifying scholars per Education Code sections 51470–51474.
- Teacher (ST) recognition awards will be determined based on recommendations and will highlight additional scholar success.

Additional information about our recognition program can be found on our website. For the most up to date list of our scholar awards, please visit the Parent & Scholars section of our website.

Educational Support Materials

~~The~~All materials provided by Compass ~~Charters School are the property of the school.purchased~~, including those purchased with state Educational Support ~~Funds are~~Resources, remain the property of Compass Charter Schools. The materials are loaned to the scholar while they are enrolled in ~~the Charter School~~Compass Charter Schools and are for their use for educational purposes. Once the scholar withdraws, the non-consumable materials must be paid for or returned within one (1) week; otherwise, the family will be billed for the cost of the materials. If any item purchased by ~~the Charter School~~Compass Charter Schools for instructional use is lost or broken by a scholar, the scholar must pay to replace the item.

Options Learning Program (Only)

Demonstration of Learning

Scholars must regularly share their educational experiences with their ST in the SIS. The assignments submitted should be a collection of experiences and work that is a source of pride for the scholar aligned to the assigned standard, should be at the scholar's grade level and be a representation of the scholar's true level of learning. This will help guide the learning coach, scholar, and ST discussions on the scholar's progress and will help the ST determine final grades, as well

as indicate if there is a need for additional support. It also provides insight regarding a scholar's interest or passion so that the ST can provide additional resources or support in those areas, when applicable.¶

~~Acceptable Assignments:¶~~

- ~~Written assignment¶~~
- ~~Slides or Powerpoint presentation¶~~
- ~~Written work, essay, or test¶~~
- ~~Completed project with a brief summary of learning¶~~
- ~~Video* of lessons or activities that demonstrate learning¶~~
- ~~Summary of educational field trip or excursion¶~~
- ~~Photo and explanation of a science experiment¶~~
- ~~Video* or audio of the scholar reading aloud or to a sibling or parent¶~~
- ~~Video* of a scholar giving a speech¶~~
- ~~Video* or audio of the scholar explaining a recently learned concept¶~~

~~*For video or audio submissions, please include a brief description of the topic covered and the activity.¶~~

~~Assignment Guidelines¶~~

~~All grades: Scholars must submit work in accordance to the standard(s) assigned by the ST. Submitted assignment amounts may vary. The LC may be required to submit additional assignments at the ST's discretion. Assignment criteria may include but are not limited to: ¶~~

- ~~Be from curriculum at the scholar's grade level/Master Agreement courses¶~~
- ~~Be representative of the scholar's own work and abilities¶~~
- ~~Be neat and legible¶~~
- ~~Include the scholar's name on the page¶~~
- ~~Not contain any religious teaching or references¶~~
- ~~(For Math) Show problems worked out or explained in detail by the scholar¶~~
- ~~NOT be multiple choice worksheets¶~~
- ~~Be scored and/or have written evaluative comments by the learning coach (parent)¶~~
- ~~For photos or Videos: ¶~~
    - ~~a. Be clear with sufficient light¶~~
    - ~~b. Include the scholar with the project or work¶~~
    - ~~c. Demonstrate the learning¶~~

~~Have a clearly written summary of the learning. (Use several photos if needed.)~~

Educational Support ~~Funds~~Resources (Options Learning)

Each scholar is allocated Educational Support ~~Funds~~Resources for materials, and/or services. Educational Support ~~Funds~~Resources are to be used for the scholar's educational needs and shall be aligned with standards appropriate for their grade level. Learning coaches, STs, and scholars work together to make purchasing decisions based on academic goals, learning styles, grade-level standards, and academic progress. Families can choose from a wide range of school-approved providers offering educational products and services.

Scholars have access to ~~funds~~resources through Compass to obtain core content curriculum and educational materials and services needed to help the scholar reach grade-level standard mastery. In collaboration with the Supervising Teacher, a plan shall be developed and implemented to allow ~~funds to obtain~~ materials and services that are appropriate for the scholar, courses taken, time of the year, enrollment date, attendance, school year and semester pacing, and other

factors. ~~Due to~~Please consider Compass processing ~~needs, freezes on purchases around holiday breaks and ordering deadlines should be considered when planning, so learning coaches should plan and schedule accordingly~~timelines, including holiday purchase freezes and ordering deadlines, when submitting orders.

The Master Agreement **and** Family Order Agreement (FOA) must be completed, signed and on file with Compass before any order can be placed. Further, orders will not be placed for scholars in violation of the Master Agreement (missing required or requested items from the body of work, missing logs, and/or unable to contact).

The FOA addresses responsibility when placing order requests as stated below.

For service providers, the learning coach ~~are~~is responsible for:

- Paying any provider fees NOT pre-approved by ~~CCS~~Compass on the purchase order
- Paying any provider fees that exceed amounts on purchase orders
- Reading and following the ~~Educational Support Funds Guidelines~~Compass Ordering Guide, provided to you by your supervising teacher.
- Paying any fees after scholar withdraws from ~~the Charter School~~Compass Charter Schools
- Confirming provider's prices & payment schedule on emails and on purchase orders

For material providers, ~~learning coaches are responsible for:~~ ¶
~~Receiving~~ the learning coach is responsible for:

- Providing Compass with the scholar's current mailing address. If there is a change of address the LC must complete the Change of Contact form. The new address must be reflected in OPS prior to submitting an order.
- Receiving orders that arrive checking materials that arrive by initialing it on the packing list
- Comparing the shipment contents with the materials ordered, and noting missing items on the packing slip
- Signing and dating the packing slip, then scanning/photographing that slip and sending it to your ST within two days of receiving the order
- Returning (or paying for) any items the ST considers to be non-consumable upon withdrawal from Compass

Contact your ST immediately if you are unable to do this for any reason (e.g. no packing slip included).

If a family fails to correctly check off and scan a copy of signed packing slips to the ST, the privilege of having materials sent directly to the scholar's home will be revoked. The family will then have to make arrangements to pick up future ordered materials from the closest ST.

Requesting Services and Materials

Order requests may only be made for products and services from approved providers, and a signed MA and FOA must be on file in order for material orders to be placed. Furthermore, there are guidelines to determine what materials and services are approved from these approved providers. ~~CCS~~Compass expects learning coaches to use Educational Support ~~Funds~~Resources in a reasonable manner. The learning coach submits an order request to the ST who reviews it and, if approved, submits it to the Community Providers Department for processing. When the appropriateness of requested materials or services is in doubt, the ST and their Supervisor will evaluate using their best professional judgment. A decision made at this level is final.

Material order totals must include approximately 20-25% to cover any shipping, taxes, and/or handling fees required by the provider. Once invoices are reconciled, any overages will return to the balance allocated for the scholar. In March/April, the allotment of ~~funds~~resources will need to be finalized, as orders will close then.

Learning coaches should instruct their scholars on how to care for and respect any materials purchased by ~~the Charter School~~Compass Charter Schools for scholar use. LCs shall monitor their scholar's use of the loaned materials, including

computers, to ensure appropriate use for educational purposes. Be advised that computers and tablets remain school property, with no reasonable expectation of privacy.

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Guidelines for Using Educational Support ~~Funds~~Resources

Approved providers list: Orders may only be placed with providers on our list of approved providers, available on our website. Additional limitations may apply for some providers. Ask your ST for details.

Our payment: Compass Charter Schools only pays for services when an approved purchase order (PO) has been generated and only for the dollar amount stated on the purchase order. (For example, if a scholar has taken classes in September and October, but the purchase order only states October, then the school will NOT be responsible for paying for those September activities).

Core curriculum: Verify with your ST that you have your core curriculum (ELA, math, science, social studies, or any other course being taken for A-G credit) in place from our board approved curriculum list. Orders for extracurricular activities and materials will not be placed if core curriculum is not sufficient for the scholar's needs.

Registration of outside courses: Contact the service provider directly to discuss the fees and their registration process. You must register your scholar(s) for the courses and sort out the details, including dates and prices, directly with the provider. As part of that discussion with the provider, you must determine if the provider wants to be paid monthly (recommended) or in a lump sum at the end of the semester/session. Discuss the fees with them so it is very clear how much they will charge your scholar(s) for courses. Make sure they agree to the prices on any cost breakdown. This part is very important. Again, we STRONGLY recommend you get all information on fees in writing for your records.

First day of outside courses: If you plan to use allocated ~~funds~~resources to pay for courses, be sure your scholar does not attend the course or lesson unless you have received an approved PO from your ST. We do not reimburse for materials or services ordered on your own without a PO. You are responsible for any payments before a PO is finalized, so please plan ahead.

Reimbursement: A learning coach (parent) cannot be reimbursed using state dollars for any out-of-pocket expenses that have already been paid at any time for any reason.

Quality materials: Materials ordered must be scholar-grade quality, which is the quality public schools are required to order. ↵

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Amazon Ordering: For convenience and expediency, Compass has partnered with Amazon Parent Solutions to provide grade level storefronts (portals) where pre-approved materials and supplies can be purchased. Parents agree to only order from their scholar's grade level material list on the appropriate storefront, unless reviewed and approved by the supervising teacher. Compass may override any teacher's approval of materials if deemed inappropriate or not consistent with Compass ordering guidelines. To access the Amazon Parent Solutions Portal. families must use the scholars Compass email address.

Faith-based: No religious services or materials of any type are allowed, including but not limited to: books, publications, online subscriptions, CD/DVDs, videos, posters, programs, activities, curriculum, etc. Compass Charter Schools' assessment on whether services or materials fall under this category is final.

Ethical use of ~~Funds~~Compass provided Educational Resources: Families are expected to use educational ~~funds~~resources wisely, appropriately, and ethically to meet the education, service and program needs of their

scholars. Needs may vary between scholars and families. It is at the ST's discretion to reject or modify the order as deemed appropriate. Compass Charter Schools determines final approval of all orders and reserves the right to cancel any issued services deemed excessive or inappropriate.

The list below is not an all-inclusive list, but rather is provided to give some guidelines to help with your orders. More details are provided in the ~~Educational Support Funds Guidelines that are~~Compass Ordering Guide that is shared with each family. The ST and/or Compass may deny an item not listed here if they feel it puts the school's compliance into question with the state or authorizing district.

Acceptable:

- Appropriate, non-sectarian educational curriculum appropriate to the scholar's course of study and grade level
- Courses/materials for core courses as assigned on the master agreement must be in place before enrichment materials can be ordered. Core includes math, language arts, science, and social studies. The ST reserves the right to verify core materials or services.
- Music and art lessons
- PE classes offered through an insured instructor
- Academic tutoring and small group instruction
- Using only 25% of ~~funds~~allocated resources toward core subjects is allowed only when the ST has verified that the family has the scholar's core curriculum already on hand
- Must support scholar goals, achievement and courses as assigned on the master agreement.

Not Acceptable:

- Using over 75% of ~~funds~~allocated resources toward a non-core service or product
- Sectarian (faith-based) materials
- Materials not educational in nature or to be used for something not related to the scholar's course of study
- Materials that are not applicable to the scholar's grade level or learning needs
- Quantities that are not within reason, as determined by the ST, their program coordinator and/or Compass (e.g., more than one computer for a scholar)
- Materials not approved by the ST as deemed by the Compass Charter Schools ordering guidelines

As a reminder, more specific information on the appropriate use of ~~funds~~Educational Support Resources is provided in the ~~Educational Support Funds Guidelines which are~~Compass Ordering Guide which is provided to each family and available upon request from your ST.

If a scholar withdraws from Compass, any active Purchase Orders will be canceled, and no payments will be made to the Provider for services scheduled after the withdrawal date. The family will be responsible for any outstanding fees associated with the services after the withdrawal date.

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Requesting New Providers

If there is a service or materials provider that you would like added to our Approved Providers List, we will do our best to accommodate. Please ask the potential provider to complete the Pre-Application for Interested Businesses form. This link can also be found on our website. We recommend that families send the link directly to their provider of choice via email. Please double check that the potential provider is not already an approved provider.

When you request that a business offering a high risk activity become an approved provider, do know the process will be longer than usual because of additional insurance requirements. In addition, the following are banned services/activities thus ~~CCS~~Compass will not approve any orders for: 5-day a week multi-subject all-inclusive programs, kickboxing, outdoor rock climbing, boxing, aerial ~~sports~~activities, tightrope walking, welding, and/or any similar high-risk activities.

Progress Monitoring

Progress monitoring can be viewed in the SIS, specifically within the parent/scholar portal. Once assigned, a grade shall be final unless it comes to light that the scholar engaged in fraud, cheating, academic dishonesty, or if a mistake was made by the teacher assigning the grade. If the scholar or learning coach wants to challenge a grade, they may follow the process outlined within the School's Educational Records and Scholar Information Policy which is located within the ~~CCS~~Compass Board Policy Manual.

Learning Program Transfers

Parents and scholars considering a program transfer should first discuss this with their supervising teacher. Program transfer requests are reviewed based on documented evidence and must be submitted within the first learning period of enrollment and/or semester. Approval is contingent upon:

- Seat availability in the requested program;
- Scholar's engagement and attendance history;
- Participation, including documented interventions and reengagement efforts;
- Identified academic or social-emotional support needs, and overall instructional fit;
- Pending 504 determination, initial IEP, or SST processes, if applicable.

Transfers are approved when the requested program is demonstrably better equipped to meet the scholar's documented needs. After discussion with their supervising teacher, the Parent must complete and submit the Program Transfer Request Form no later than the last day of the semester's first LP.

In the event that a program transfer is not approved, a scholar withdrawal and re-enrollment shall not circumvent Compass' decision.

Multi-Tiered System of Support

A Multi-Tiered System of Supports (MTSS), including Response to Intervention (RtI) and Positive Behavioral Intervention and Support (PBIS), is a systematic multi-tiered model which targets behavioral, social, emotional, and academic support for scholars. MTSS establishes a process for providing increasing levels of instructional time and intensity whereby the needs of all learners are identified, and supported early and effectively.

MTSS provides high quality standards-based core instruction and the use of data to identify scholars for appropriate acceleration and intervention. The MTSS model advances academic and behavioral achievement through frequent progress monitoring, ongoing data collection and analyses as well as providing immediate, evidence-based intervention.

In order to best support our scholars and ensure they are achieving academically and socially/emotionally, scholars receive support from different tiers throughout the framework.

The five components within the ~~CCS~~Compass MTSS framework are:

- Informal and Formal Assessments
- Internal Benchmark Assessments
- CAASPP State Testing
- Social Emotional Learning (SEL) Screening
- K-2 Reading Difficulties Risk Screener

High-Quality, Evidence-Based Instruction

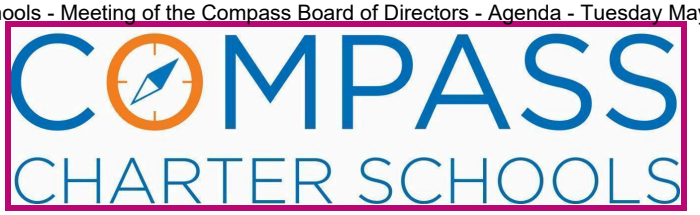
- Tier 1 - Core Instruction (80%--universal interventions)
- Tier 2 - Supplemental Instruction (15%--targeted group interventions)
- Tier 3 - Intensive Instruction (5%--intensive individual interventions)

Data-Based Decision Making

- Leadership meets regularly to assure outcomes are achieved.
- Academic support sessions, social emotional learning, and behavioral groupings are provided on a regular-basis and supported by our Scholar Success Coordinator, and our Counseling Services Department through daily workshops and check-ins. Scholars invited to these support sessions are expected to attend.

Scholar Study Team Meetings (SST)

An SST Meeting is a group of educators, specialists, and the Learning Coach, brought together to consider the general education interventions and supports that would best benefit the needs of the scholar. Scholars who are continually not making progress with their Tier 1 and Tier 2 interventions in place should be referred to an SST. The data from the previously used interventions, current academic progress, scholar history, and test scores (State and Benchmarks) will be used to develop an action plan to support the scholar. Data monitoring will be completed weekly to determine the success of the action plan and then reviewed by the team at the follow up meeting. ~~Before a referral for assessment to determine if a scholar has special needs, general education interventions should be provided under our MTSS framework. Scholars suspected of having a disability and potentially needing a special education or 504 referral should first be referred to the SST team to develop interventions.~~All general education interventions are to be explored and documented by the general education staff, which may include interventions under our MTSS framework. These procedures are to be followed when a scholar is first seen as having difficulty will be the responsibility of the general education staff. When all general education resources have been exhausted, the scholar may be referred to special education. (SELPA Parent Handbook, 04-2024, p.2)


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Grades

The grade, in any given course, represents the degree to which the scholar has met the standards and achieved the goals of the course. Grades reflect the quality of the scholar's work and the scholar's degree of mastery of academic standards. The semester grade reflects the cumulative achievement for the entire semester. Attendance and participation are contributing factors in meeting the standards and earning a grade.

STs are responsible for setting objective standards for grading assignments and shall make these standards known to the Learning Coaches and scholars. Teachers are responsible for assigning grades to the scholars in their courses. Once assigned, a grade shall be final unless it comes to light that the scholar engaged in fraud or cheating, or if a mistake was made by the teacher assigning the grade. If the scholar or learning coach wants to challenge a grade, they may follow the process outlined within the School's Educational Records and Scholar Information Policy which is located within the ~~CCS~~Compass Board Policy Manual.

TK-5 Grading Policy

TK-5th grade scholars' final semester grades will be reported according to the following scale:

- Level 4 = Exemplary - Scholar consistently demonstrates an in-depth understanding of the grade-level standards, concepts, and skills taught during this reporting period.
- Level 3 = Proficient/Met - Scholar consistently demonstrates an understanding of the grade-level standards, concepts, and skills taught during this reporting period.
- Level 2 = Approaching Proficiency - Scholar is approaching an understanding of the standards, concepts, and skills taught during this reporting period.
- Level 1 = Non-Proficient/Below - Scholar does not yet demonstrate an understanding of the standards, concepts, and skills taught during this reporting period.

6-8 Grading Policy

Middle School Course Placement

All middle school scholars are required to enroll in four (4) academic courses (English, mathematics, science, social science), physical education and one elective course each semester of the academic school year.

Middle School Course Scheduling

Our middle school academic program utilizes semester scheduling. No extensions are provided and all end dates are final.

Middle School Grading Scale

A standard percentage scale is used school-wide to determine grades. This ensures a standard of excellence toward which each scholar may strive to achieve. ~~CCS~~Compass does not use a plus/minus grading scale.¶

~~A~~¶	~~90-100~~¶	¶
~~B~~¶	~~80-89~~¶	¶
~~C~~¶	~~70-79~~¶	¶
~~D~~¶	~~60-69~~¶	¶

F ~~BELOW 60~~

W ~~Withdrawn: Assigned when a scholar withdraws from CCS prior to completing 100% of the coursework.~~

A= 90-100 | B= 80-89 | C= 70-79 | D= 60-69 | F= BELOW 60

Middle School Subject Requirements

An updated course list can be found on the School's website.

9-12 Grading Policy¶

High School Graduation Requirements Effective 2025/2026	Total Credits
English (4 Years Required)	**40**
Science (2 Years Required: Life & Physical Science)	**20**
Mathematics (3 Years Required; minimum Geometry)	**30**
History/Social Science (3 Years Required)	**30**
Foreign Language (1 Year Required)	**10**
Visual and Performing Arts (1 Year Required)	**10**
Physical Education (2 Years Required)	**20**
Ethnic Studies* (1 Semester Required)	**5**
Health (1 Semester Required)	**5**
Electives	**50**
Total	**220**

Ethnic studies Requirement Information

*Ethnic Studies, as of 25/26 SY, is now included in the minimum graduation requirements, requiring scholars to complete at least one semester of ethnic studies coursework to graduate.

- **Relevant code section:** California Education Code Section 51225.3
- **Bill that added the requirement:** Assembly Bill 101 (AB-101)
- **Course length:** One semester
- **Implementation date for scholar graduation requirement:** 2029-30 school year
- **Implementation date for schools to offer the course:** 2025-26 school year ¶

High School Graduation Requirements Prior to 2025/2026	Total Credits
English (4 Years Required)	**40**
Science (2 Years Required: Life & Physical Science)	**20**
Mathematics (3 Years Required; minimum Geometry)	**30**
History/Social Science (3 Years Required)	**30**
Foreign Language (1 Year Required)	**10**
Visual and Performing Arts (1 Year Required)	**10**
Physical Education (2 Years Required)	**20**
Health (1 Semester Required)	**5**
Electives	**55**

Total	**220**

Alternative Diploma:

Scholars with disabilities are entitled to a course of study that provides them with a Free Appropriate Public Education. A scholar with a disability receiving special education who has entered high school as a ninth grader in the 2022/23 school year and later may be exempt from all coursework and other requirements adopted by the Board (Education code 51225.31).

If the scholar is eligible to take the alternative assessment, CAA and the student complete state standards aligned coursework to meet the statewide coursework specified in 5122.31.

Alternative Diploma Subject Requirements Effective 2025/2026	Total Credits
English (3 Years Required)	~~3~~30
Science (2 Years Required: Life & Physical Science)	**20**
Mathematics (2 Years Required; including one year of Algebra I)	**20**
History/Social Science (3 ½ Years Required)	**35**
Foreign Language or Visual and Performing Arts (1 Year Required)	**10**
Physical Education (2 Years Required)	**20**
Total	**135**

Scholars who received the Alternative diploma will be eligible to participate in all graduation ceremonies and school activities. Scholars who receive an alternative diploma may continue to receive a Free Appropriate Public Education after graduation (Education Code 5122.31).

Alternative Diploma Subject Requirements Prior to 2025/2026	Total Credits
English (3 Years Required)	~~3~~30
Science (2 Years Required: Life & Physical Science)	**20**
Mathematics (2 Years Required; including one year of Algebra I)	**20**
History/Social Science (3 Years Required)	**30**
Foreign Language or Visual and Performing Arts (1 Year Required)	**10**
Physical Education (2 Years Required)	**20**
Total	**130**

Note: California Education Code Section 51225.3, which was amended by Assembly Bill 101 (AB-101), ethnic studies is now included in the minimum graduation requirements, requiring students to complete at least one semester of ethnic studies coursework to graduate, starting with the 2029-30 school year; local educational agencies must offer this course starting in the 2025-26 school year.

For information on the statewide course requirements, please visit the CDE Graduation Requirement web page at https://www.cde.ca.gov/ci/gs/hs/hsgrmin.asp.

Certificate of Education Completion

A student with a disability may be awarded a certificate of completed if the student has met one of the following requirements (Education Code 56390):

1. Satisfactorily completed a prescribed alternative course of study approved by the board of the district in which the student attended school or the district with jurisdiction over the student as identified in the student's IEP. Compass requires a minimum of 130 credits or courses attended and completed.
2. Satisfactorily met the student's IEP goals and objectives during high school as determined by the IEP team.
3. Satisfactorily attended high school, participated in the instruction as prescribed in the student's IEP, and met the objectives of the statement of transition services.
4. A student with a disability who meets any of the criteria specified above shall be eligible to participate in any graduation ceremony and any school activity related to graduation in which a graduating student of similar age without disabilities would be eligible to participate (Education Code 56391).

High School Course Scheduling

When selecting courses each year, remember that course selection is a collaborative process that involves the scholar, Learning Coach, and counselor to ensure proper placement. Options Program High school scholars are eligible to enroll in up to four Accelerate Education Online course(s) as well as the AVID elective ~~with the use of educational support funds~~.

High School Grading Scale

Credit is earned for cumulative grades of A through D in all courses. Each semester course receives 5 credits for each course passed. Honors and Advanced Placement courses are weighted on a 5.0 scale. ~~CCS~~Compass does not use a plus/minus grading scale.

Letter Grade Unweighted GPA	Percentage Weighted GPA	College Prep	Honors/AP
A	90-100	4	5
B	80-89	3	4
C	70-79	2	3
D	60-69	1	1
F	Below 60	0	0

Withdrawn (**W**): This grade is assigned when a scholar withdraws from ~~CCS~~Compass prior to completing 100% of coursework.

Incomplete (**I**): This grade will be granted only under extenuating circumstances and must be brought by the ST to the Program Director and the Director of Counseling Services who shall make the final decision.

Final Exam Policy

All scholars in grades 6-12 are required to take semester final examinations or complete a culminating/final project in all courses, as appropriate. Scholars may not “test out” of courses by only taking a final examination.

Repeat Policy

Scholars may repeat a course to improve their GPA only once unless the grade earned was an F. Once a course has been repeated, the grade earned in the original course will remain on the transcript, but will display with the ~~CCS~~Compass repeat code, as well as “0.00” credits earned. The original course will not be included in the computation of the GPA. The course taken to remediate the original course will be displayed with the grade and credits earned. For a course to be accepted by the UC/CSU system, scholars may repeat the course only once regardless of grade earned.

High School Course Placement Guidelines

Course placement is based upon counselors' review of scholar’s assessments, transcripts, and teacher recommendations. All scholars must meet specific course prerequisites for all subject areas.

Course Placement

TK- 5th grade scholars are required to enroll in four (4) academic courses (language arts, mathematics, science, social science), and one (1) physical education course each semester of the academic school year.
Middle school scholars (6-8) are required to enroll in four (4) academic courses (language arts, mathematics, science, social science), one (1) physical education, and one (1) elective course each semester of the academic school year. High school (9-12) course placement is based upon counselors’ review of scholar’s assessments and transcripts. All scholars must meet specific course prerequisites for all subject areas. High school scholars will be placed into courses according to the credits the scholar has earned at his/her previous school(s) and takes into account the courses needed in order to meet graduation requirements. Selecting courses at Compass each year is a team process that involves the scholar, learning coach, and counselor to ensure proper placement.

For all grade levels, the academic program utilizes a semester scheduling model.¶

Math Placement Guidelines for Middle/High School

~~CCS~~Compass recognizes that scholar achievement in math is important for preparing scholars for success. The purpose of this process is to create a fair, objective, and transparent procedure for placement in math courses for scholars.
In determining the mathematics course placement for scholars, Compass Charter Schools systematically takes multiple objective academic measures of the scholar’s performance into consideration, including:

- Statewide mathematics assessments, including interim and summative assessments through the California Assessment of Student Performance and Progress (“CAASPP”)
- Internal assessments that are aligned to state-adopted content standards in mathematics
- Classroom assignment and grades
- Final grade in mathematics on the scholar’s official, end of the year report card and/or transcript

Note: Concurrent Enrollment Math Courses

The California Community College Chancellor's office is interpreting the bill AB 705 to effectively ban all pretransfer level math courses from being offered at California Community Colleges beginning Fall 2022. Proposed legislation, AB 1705 (Irwin), directly bans pretransfer level math and English classes at all California Community Colleges. Beginning Fall 2022, community colleges will not be allowed to offer Beginning Algebra (Algebra 1), Intermediate Algebra (Algebra 2), Math for Associate Degrees, Geometry, and Pre-statistics.

Based on college course availability, scholars would not be able to take Algebra 1, Geometry, and/or Algebra 2 equivalent courses through concurrent enrollment.

9th Grade Mathematics Placement Policy

~~CCS~~Compass recognizes that scholar achievement in math is important for preparing scholars for success after high school. The purpose of this policy is to create a fair, objective, and transparent procedure for placement in math courses for scholars entering 9th grade, in order to ensure the success of every scholar and to meet the Legislative intent of the California Mathematics Placement Act of 2015. ~~CCS~~Compass' complete policy is located within the ~~CCS~~Compass Board Policy Manual.

In determining the mathematics course placement for entering 9th grade scholars, Compass Charter Schools systematically takes multiple objective academic measures of the scholar's performance into consideration, including:

- Statewide mathematics assessments, including interim and summative assessments through the California Assessment of Student Performance and Progress ("CAASPP")
- Internal assessments that are aligned to state-adopted content standards in mathematics
- Classroom assignment and grades
- Final grade in mathematics on the scholar's official, end of the year 8th grade report card
- Results from all placement checkpoints, including at least one (1) placement checkpoint within the first month of the school year

The Superintendent & CEO or designee shall examine aggregate scholar placement data annually to ensure that scholars who are qualified to progress in mathematics courses based on their performance on objective academic measures included in this policy are not held back in a disproportionate manner on the basis of their race, ethnicity, gender, or socioeconomic background. Compass Charter Schools shall annually report the aggregate results of this examination to the Board of Directors.

High School Course Sequencing

All scholars must adhere to the established course sequencing for all subjects, including English, Math, History, Science, and Foreign Language. Course sequencing ensures scholars progress through a structured academic pathway that aligns with graduation requirements, maintains instructional integrity, and upholds equity and academic standards in compliance with our charter.

~~CCS~~Compass course sequencing is designed to scaffold learning from freshman to senior year, ensuring scholars develop foundational knowledge and essential skills necessary for college and career readiness. All course placements must align with curriculum frameworks set by the California Department of Education (CDE) and comply with our authorizer, NCAA, and AG requirements.

Course Schedule Changes

Scholars need to plan their schedule carefully since schedule changes can only be processed within the first ten (10) calendar days from the start date of the course. Any additional schedule changes after this time frame will be reviewed on an individual basis by the Director of Counseling Services.
Acceptable reasons for course schedule changes:

- Improper course placement
- Credit previously earned for the course
- Course prerequisites not met

ACOP – Accelerated Course Options Learning Program

This program allows scholars to accelerate and advance academically or recover unearned credits in their high school courses by adding additional credits to their schedule per semester. A scholar may add an additional course to their schedule no later than four weeks prior to the end of a semester. Eligibility is dependent upon 75% completion in all other courses with good academic standing.

A scholar may add two additional courses to their schedule no later than eight (8) weeks prior to the end of semester. Eligibility is dependent upon 50% completion in all other courses with good academic standing.

Counselor approval is required to participate in the program.

Counselors may approve a special circumstance request when a scholar may be eligible for additional course(s).

Community College Courses

~~In some cases, it is possible for high school scholars to enroll concurrently~~Eligible high school scholars may participate in dual enrollment courses through the CCS Irvine Valley College partnership and/or concurrent enrollment at a local community college. Please ~~see~~refer to the school's complete Dual and Concurrent Enrollment Policy for additional information ~~about taking community college courses. The complete policy can be found~~regarding eligibility, requirements, and procedures for enrolling in college-level coursework. The full policy is available on the school's website in the Board Policy Manual. ~~Reach out directly to your College~~Scholars and families may also contact their College & Career Readiness Counselor for ~~more information~~additional guidance.

A-G Requirements

The University of California ("UC") must approve courses to meet A-G subject requirements that appear on the institution's A-G course list. UC schools and California State Universities ("CSU") check if freshmen applicants have taken courses from the A-G course list to meet admission requirements. Fifteen (15) year-long courses must be completed with a C or better and 11 courses must be completed before the senior year. (Note: Scholars will only be awarded A-G credit for courses and providers included in the Compass Charter Schools A-G Course Lists).

California College Admission Information

University of California and California State University “A-G” Admission Requirements

U.S. History/Social Science 1 Year of World History 1 Year of U.S. History OR 1 Semester of U.S. History & 1 Semester of Civics or 1 Semester of American Government	2 Years
English	4 Years
Math Algebra I, Geometry, Algebra II, etc.	3 Years (4 Years Recommended)
Laboratory Science (1 year of life science, 1 year of physical science) Biology, Chemistry, Physics	2 Years (3 Years Recommended)
Visual and Performing Arts	1 Year
Foreign Language	2 years of same language (3 years recommended)
College Preparatory Electives (Yearlong Courses) Visual and Performing Arts, History, English, Social Science, Advanced Math, Lab Science, Languages other than English	1 Year
Courses descriptions can be found on the UCOP website: hs-articulation.ucop.edu/agcourselist.	
All courses must be on the College Preparatory, Honors, or AP level with a grade of “C” or better. Honors-level courses are specialized, advanced courses designed for 10th-, 11th- or 12th-graders only who have already completed foundation work in the subject area. High school courses offered at the grade 9 level that schools might locally designate as “honors” are not eligible for the UC honors designation.	

Eligibility in the Local Context

The Eligibility in the Local Context (ELC) program is a program that identifies top-performing high school scholars in California for admission to the University of California (UC). Compass is a participating high school in the UC’s ELC program and is responsible for ensuring the submission of qualified scholars' contact and transcript data for rising seniors after final junior year grades are confirmed. To qualify, a scholar must be in the top 9% of their high school class, have a minimum GPA of 3.0, meet the A-G course requirements and provide parent/guardian authorization for submission. The Director of Counseling Services oversees the submission of qualified scholars to the University of California. Please reach out to your College Career Readiness Counselor for more ELC program information.

Cal Grant Program for College

A Cal Grant is money for college that does not have to be paid back. To qualify, a scholar must meet the eligibility and financial requirements as well as any minimum grade point average ("GPA") requirements. Cal Grants can be used at any University of California, California State University, or California Community College. Some independent and career colleges or technical schools in California also take Cal Grants.

In order to assist scholars applying for financial aid, all 12th grade scholars are automatically considered a Cal Grant applicant and each 12th grade scholar's GPA will be submitted to the California Student Aid Commission ("CASC") electronically by a school. A scholar, or the parent/guardian of a scholar under 18 years of age, may complete a form to indicate that they do not wish for the school to electronically send CASC the scholar's GPA. Until a scholar turns 18 years of age, only the parent/guardian may opt out for the scholar. Once a scholar turns 18 years of age, only the scholar may opt out themselves, unless the parent/guardian remains their educational rights holder. The scholar can also opt in if the parent/guardian had previously decided to opt them out. All 12th grade scholars' GPA will be sent to CASC by October 1 of each year. Scholars currently in eleventh (11th) grade will be deemed a Cal Grant applicant, unless the scholar (or parent, if the scholar is under 18) has opted out by or before February 1.

California College Guidance Initiative (CCGI)

The CCGI is written into California Education Code (EC) Section 60900.5 as an authorized provider of an institutional service to all California School Districts and as part of the state's efforts to make college-going a more streamlined experience for scholars (EC Section 60900.5(a)). One service that the CCGI will provide is a set of college and career planning tools, including the CaliforniaColleges.edu tool, designed to help scholars plan for and apply to California public colleges and universities. The CCGI currently receives enrollment data for all public-school scholars enrolled in grades six through twelve from the California Department of Education (CDE).

The California College Guidance Initiative (CCGI) is a statewide effort to enhance the college and career planning process for scholars in grades 6–12. Through the CaliforniaColleges.edu platform, scholars can access essential resources for post-secondary planning, while educators receive data-driven tools to support scholar success.

~~All scholars in grades 6–12 will have~~The CDE shares enrollment data, including California Pupil Achievement Data System (CALPADS) data for public school students in grades 6-12 with the CCGI. This data sharing is mandated by law (EC Section 60900.5(a)). The data enables the CCGI to provide all scholars in grades 6–12 access to CCGI's college and career planning tools, including:

- Career assessments to explore interests, personality traits, and learning styles.
- College, major, and career search tools.
- Curated guidance content for post-secondary planning.
- Ability to securely transmit their information to colleges and universities for admissions and academic placement considerations.
- A digital portfolio for tracking academic progress and financial aid plans.
- Tools to launch the Free Application for Federal Student Aid (FAFSA) and California Dream Act Application (CADAA).

Information Regarding Financial Aid

~~The Charter School~~Compass Charter Schools shall ensure that each of its scholars receives information on how to properly complete and submit the Free Application for Federal Student Aid (FAFSA) or the California Dream Act Application, as appropriate, at least once before the scholar enters 12th grade. The FAFSA form and information regarding the FAFSA is available at studentaid.gov/h/apply-for-aid/fafsa and the California Dream Act Application and information regarding the California Dream Act is available at csac.ca.gov/post/resources-california-dream-act-application.

Each 12th grade scholar is required to complete and submit a FAFSA or CADAA application per ed code 51225.7, enacted in 2021, unless the scholar is determined to be exempt or an opt-out form is completed by a legally emancipated scholar, a scholar who is 18 years or older, a legal guardian, or parent, or a local educational agency on a scholar's behalf.

CCS CEEB Codes

A CEEB code is a standardized ID number that is assigned to a high school, college or university. These codes are used to identify the high school a scholar attends. The CEEB code is needed for college entrance exams such as the SAT or ACT.

CCS School Name	CEEB Code
Compass Charter Schools of Los Angeles	054907
Compass Charter Schools of San Diego	054738
Compass Charter Schools of Yolo	053634

NCAA – The National Collegiate Athletic Association

The National Collegiate Athletic Association ("NCAA") is an athletic association that consists of three (3) divisions (division I, II, and III) and oversees 23 college sports. For current NCAA academic requirements, visit eligibilitycenter.org. ~~CCS~~Compass scholars are eligible for scholarships to play sports at the collegiate level.

Enrollment, Credits, and Records

TK-12 Concurrent Enrollment

Concurrent enrollment in another public or private TK-12 school is prohibited at ~~CCS~~Compass. If a scholar is found to be enrolled in two (2) schools, they will be withdrawn from ~~CCS~~Compass using the involuntary removal process outlined within this Handbook.

Transfer Credits

Transfer credits are awarded based upon official transcripts from previous schools. Transcript analysis may require ~~CCS~~Compass to perform research and contact previous schools to determine eligibility of transfer credits.

Homeschool Credit Transfer

All scholars from non-accredited/independent homeschool learning environments must provide records which include a transcript (showing courses completed), a description of the curriculum, a copy of the Private School Affidavit, and a body of work for review by ~~CCS~~Compass administration.

International Records

International records may require translation and/or evaluation prior to being considered for transfer credits. International transcripts and supporting documentation will be reviewed in order to grant appropriate credit for subjects studied in other countries. The transcripts must show that subjects were studied at the secondary level. Credits will be granted for subjects equivalent to the courses listed in the course catalog in meeting graduation requirements.

Transcripts/Records

To request transcripts and/or records, please submit a completed request form located on our website. Transcript requests are processed within ten (10) business days and records within five (5) business days. Outstanding ~~CCS~~Compass fees and/or materials may delay processing of requests.

Transcripts reflect both a weighted and unweighted grade point average (GPA):

- Traditionally, GPA is calculated on an unweighted scale. Unweighted GPA is measured on a scale of 0 to 4.0. It doesn't take the difficulty of a scholar's coursework into account. An unweighted GPA represents a 4.0 whether it was earned in an honors course or a standard level course.
- Weighted GPA takes into account course difficulty rather than providing the same letter grade to GPA conversion for every scholar. Weighted GPA is measured on a scale of 0 to 5.0 and is only provided for Advanced Placement and Honors level courses.

Note: ~~CCS~~Compass policy is to not rank scholars by GPA.

Work Permits

Scholars under the age of 18 must obtain a work permit from ~~CCS~~Compass after securing an opportunity for employment. Please visit Work Permits for Students or Application for Entertainment Work Permit for Minor for more information. You can also see the School's complete Work and Entertainment Permit Policy for additional information about obtaining a work permit. The complete policy can be found on the school's website in the Board Policy Manual. Reach out directly to your College Career Readiness Counselor for more information.

Emergent Multilingual Scholars (EMS) Support and Services

Compass Charter Schools has adopted the terminology Emergent Multilingual Scholar (EMS) for our English Learner (EL) scholars as an asset-based alternative. The shift to **EMS** highlights that scholars are building proficiency in more than one language which is a strength.

Compass will meet all applicable legal requirements for EMS as they pertain to annual notification to parents, scholar identification, placement, program options, ELD and core content instruction, teacher qualifications and training, reclassification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirements. Compass will implement policies to assure proper placement, evaluation, and communication regarding EMS and the rights of scholars and parents.

In California, any scholar whose primary language is other than English, as determined by the home language survey, and who has not previously been identified as an EMS by a California public school or for whom there is no record of results from an administration of an English language proficiency test, must be assessed for English language proficiency with

the English Language Proficiency Assessments for California (ELPAC). The initial ELPAC identifies scholars as either EMS or initial fluent English proficient (IFEP). The Summative ELPAC is taken annually and is required for all EMS.

Language Acquisition Program

Compass Charter Schools offers a **Structured English Immersion** (SEI) program (EC Section 305[a][2]) for our EMS/ELs. Our SEI program is tailored to meet the diverse needs of our scholars, whether they are EMS or seeking to enhance their English proficiency. Through engaging activities, interactive lessons, and supportive guidance, scholars in our SEI program gain the language skills and confidence needed to succeed academically and thrive in an English-speaking environment. We are committed to providing a nurturing and inclusive learning environment where all scholars have the opportunity to excel.

Per the CDE, Structured English Immersion Program is a language acquisition program for English learners in which **nearly all classroom instruction is provided in English, but with curriculum and a presentation designed for scholars who are learning English.**

English Language Development (ELD) Curriculum

Support will be offered via integrated and designated English Language Development (ELD). Integrated ELD will be supported within the academic instruction provided by the Content/Supervising Teachers.

Designated ELD is provided via the ELD course ~~that~~, which uses Lexia and Cengage online curriculum and live instruction by EL tutors for English language acquisition and development to support the ELPAC. In addition, EL tutors provide more targeted, proficiency-based instruction tailored to scholar needs. All scholars access their ELD courses through Google Classroom, where they can engage with assignments, resources, and communication from their EL tutor. The ELD Course is offered to all TK–12 EMS/ELs as a Pass/Fail course. EMS/ELs in grades 9–12 earn 5 credits toward electives with a Pass. EMS/ELs are expected to make progress in ~~Lexia~~ the course and attend all live sessions with their EL tutor.

EMS/EL Reclassification (RFEP)

Reclassification is the process whereby a scholar is reclassified from Emergent Multilingual Scholar (EMS) or English Learner (EL) status to Fluent English Proficient (RFEP). California Education Code Section 313[f] and Title 5 California Code of Regulations (5 CCR) section 11303 identify four required criteria for reclassification, but allow other measures to be included. The four required criteria are:

Criteria	Area/Subtest/Subject

1. ELPAC: Assessment of English language proficiency	Overall score of Level 4 (established as the statewide standardized ELP criterion)
2. Teacher Evaluation a. Curriculum Mastery b. ELD Curriculum Mastery c. If applicable, IEP Team evaluation	Teacher evaluation of scholar curriculum mastery a. English grade (75%/C/3) b. ~~Lexia~~ELD Course grade of Pass (P) c. IEP evaluation and determination
3. Parent/Learning Coach Opinion and Consultation	Consultation (Y or N)
4. Comparison of Basic Skills in ELA	CAASPP (Standard Nearly Met or Above) Local Benchmark (Tier 1- At/Above or On-Watch)

English Learner Advisory Committee (ELAC)

A committee of parents, staff, and community members designated to advise district officials on EMS programs and services. Each California public school with 21 or more EMS scholars must form an ELAC. The ELAC will be responsible for the following tasks:

- Advise school administrators and staff in the development of a site plan for EMS
- Assist in developing a school wide needs assessment
- Be a way for learning coaches/parents to become aware of the importance of school attendance

ELAC members will receive training to assist them in carrying out their advisory duties. Training is planned in full consultation with committee members. If you want to learn more about the ELAC at ~~CCS~~Compass, contact our English Learner Coordinator.

Adult Scholars (18 Years of Age and Older)

Scholars who are 18 years of age or older have many legal rights and responsibilities, such as the ability to sign legal documents, including but not limited to medical releases and IEPs. However, adult scholars must continue to follow policies in place for all scholars at ~~CCS~~Compass, including attendance and discipline policies.

In order for ~~CCS~~Compass to release any information related to the adult scholar's academics to their designated learning coach and/or parent(s)/guardian(s), we must first receive permission from the adult scholar to do so. This release form can be found on our parent/scholar portal or by contacting the Records Department.

California Healthy Youth Act

The California Healthy Youth Act requires that comprehensive sexual health education and human immunodeficiency virus (“HIV”) prevention education be taught to scholars at least once in middle school and once in high school, beginning no later than grade seven. Instruction and materials must be medically accurate, objective, age-appropriate and inclusive of all scholars, as defined by law. The law requires that instruction and materials must encourage scholars to communicate with parents, guardians or other trusted adults about human sexuality. Learning coaches can preview the School Health course syllabus and scope and sequence by request.

A parent/learning coach of a scholar has the right to excuse their child from all or part of comprehensive sexual health education, HIV prevention education, and assessments related to that education through a passive consent (“opt-out”)

process. ~~The Charter School~~Compass Charter Schools does not require active parental consent ("opt-in") for comprehensive sexual health education and HIV prevention education. Parents and guardians may:

- Inspect written and audiovisual educational materials used in comprehensive sexual health education and HIV prevention education.
- Excuse their child from participation in comprehensive sexual health education and HIV prevention education in writing to ~~the Charter School~~Compass Charter Schools.
- Be informed whether the comprehensive sexual health or HIV/AIDS prevention education will be taught by Charter School personnel or outside consultants. When ~~the Charter School~~Compass Charter Schools chooses to use outside consultants or to hold an assembly with guest speakers to teach comprehensive sexual health or HIV/AIDS prevention education, be informed of:
    a. The date of the instruction
    b. The name of the organization or affiliation of each guest speaker
    c. Request a copy of Education Code sections 51930 through 51939.

Anonymous, voluntary, and confidential research and evaluation tools to measure scholars' health behaviors and risks (including tests, questionnaires, and surveys containing age-appropriate questions about the scholar's attitudes concerning or practices relating to sex) may be administered to scholars in grades 7-12. A parent or guardian has the right to excuse their child from the test, questionnaire, or survey through a passive consent ("opt-out") process. Parents or guardians shall be notified in writing that this test, questionnaire, or survey is to be administered, given the opportunity to review the test, questionnaire, or survey if they wish, notified of their right to excuse their child from the test, questionnaire, or survey, and informed that in order to excuse their child they must state their request in writing to ~~the Charter School~~Compass Charter Schools.

A scholar may not attend any course in comprehensive sexual health education or HIV prevention education, or participate in any anonymous, voluntary, and confidential test, questionnaire, or survey on scholar health behaviors and risks, if ~~the Charter School~~Compass has received a written request from the scholar's parent or guardian excusing the scholar from participation. An alternative educational activity shall be made available to scholars whose parents or guardians have requested that they not receive the instruction or participate in the test, questionnaire, or survey.

For our ~~CCS~~Compass scholars, the CHYA content is provided for integration into the science course for 7th graders and the Health course for 9th graders.

Scholars with Special Needs

~~CCS~~Compass is dedicated to the belief that all scholars can learn and must be guaranteed equal opportunity to become contributing members of the academic environment and society. ~~CCS~~Compass provides special education instruction and related services in accordance with the Individuals with Disabilities in Education Improvement Act ("IDEA"), California Education Code requirements, and applicable policies and procedures of the El Dorado County Charter SELPA. These services are available for special education scholars enrolled at ~~CCS~~Compass. We offer high quality educational programs and services for all of our scholars in accordance with the assessed needs of each scholar. ~~CCS~~Compass collaborates with learning coaches, scholars, teachers, and other agencies, as may be indicated, in order to appropriately serve the educational needs of each scholar.

Compass operates in accordance with CA Education code 51745 (c) which states "An individual with exceptional needs, as defined in Section 56026, may participate in independent study, if the pupil's individualized education program developed pursuant to Article 3 (commencing with Section 56340) of Chapter 4 of Part 30 specifically provides for that participation. If a parent or guardian of an individual with exceptional needs requests independent study pursuant to paragraph (5) of subdivision (a), the pupil's individualized education program team shall make an individualized

determination as to whether the pupil can receive a free appropriate public education in an independent study placement. A pupil's inability to work independently, the pupil's need for adult support, or the pupil's need for special education or related services shall not preclude the individualized education program team from determining that the pupil can receive a free appropriate education in an independent study placement.

~~CCS~~Compass recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise subjected to discrimination under any program of the School. Any scholar who has an objectively identified disability which substantially limits a major life activity, including, but not limited to, learning is eligible for accommodations by ~~CCS~~Compass. The learning coach of any scholar suspected of needing or qualifying for accommodations under Section 504 may make a referral for an evaluation in writing to the scholar's Teacher, Counselor, or directly to the Scholar Support Coordinator.

Pursuant to the IDEA and relevant state law, ~~CCS~~Compass is responsible for identifying, locating, and evaluating children enrolled at ~~CCS~~Compass with known or suspected disabilities to determine whether a need for special education and related services exists. This includes children with disabilities who are homeless or foster youth. ~~The Charter School~~Compass shall not deny nor discourage any scholar from enrollment solely due to a disability. If you believe your child may be eligible for special education services, please contact the Director of Special Education at 855-937-4227.

A copy of the School's Section 504 Policies and Procedures and the School's Special Education Policy is available upon request at the Central Office and on the School's website within the ~~CCS~~Compass Board Policy Manual.

Education of Homeless Scholars

The term "homeless children and youth" means individuals who lack a fixed, regular, and adequate nighttime residence. It 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
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 collaboratively with the learning coach and confirmed by the school liaison. 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, CA 91361 | 805-372-0620
~~kgonzalez~~ScholarCommunityAdvocate@compasscharters.org

The School Liaison shall ensure that (42 U.S.C. § 11432(g)(6)):

- Homeless scholars are identified by school personnel and through coordination activities with other entities and

agencies, and through the annual housing questionnaire administered by ~~the Charter School~~Compass Charter Schools.

- Homeless scholars enroll in and have a full and equal opportunity to succeed at ~~CCS~~Compass.
- 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, any other preschool programs administered by ~~CCS~~Compass, if any, and referrals to health care services, dental services, mental health services and substance abuse services, housing services, and other appropriate services.
- Learning coaches are informed of the educational and related opportunities available to their scholars and are provided with meaningful opportunities to participate in the education of their scholars.
- Public notice of the educational rights of homeless children is disseminated at places where children receive services, such as schools, shelters, and soup kitchens and in a manner and form understandable to the parents and guardians of homeless youth and unaccompanied youth.
- Enrollment/admissions disputes are mediated in accordance with law, the ~~CCS~~Compass charter, and Board policy.
- Learning coaches and any unaccompanied youth are fully informed of all transportation services, as applicable.
- School personnel providing services receive professional development and other support.
- 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.
- 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 under section 480 of the Higher Education Act of 1965 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 described in section 483 of the Act.

The California Department of Education publishes a list of the contact information for the Homeless Education Liaisons in the state, which is available at www.cde.ca.gov/sp/hs.

Housing Questionnaire: Charter School shall administer a housing questionnaire for purposes of confirming residency and identifying homeless children and youth. Charter School shall ensure that the housing questionnaire is based on the best practices developed by the CDE. Charter School shall annually provide the housing questionnaire to all parents/guardians of scholars and to all unaccompanied youths at Charter School. The housing questionnaire shall include an explanation of the rights and protections a scholar 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 English, and if fifteen (15) percent or more of the scholars enrolled at Charter School speak a single primary language other than English, it shall also be written in the primary language. The questionnaire shall be translated into other languages upon request of a scholar's parent/guardian or an unaccompanied youth. Charter School shall collect the completed housing questionnaires and annually report to the CDE the number of homeless children and youths and unaccompanied youths enrolled.

High School Graduation Requirements: Homeless scholars who transfer to ~~the Charter School~~Compass Charter Schools 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 the Charter School 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 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 many 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 educational rights 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:

- 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.
- 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.
- Provide information to the scholar about transfer opportunities available through the California Community Colleges.
- 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 scholar 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.

Education of Foster and Mobile Youth

Definitions: For the purposes of this annual notice the terms are defined as follows:

1. "Foster youth" refers to any of the following:

    a. A child who is the subject of a petition filed has been removed from their home pursuant Welfare and Institutions Code ("WIC") section 309 (whether or not the child has been removed from the child's home by juvenile.
    b. A child who is the subject of a petition filed pursuant to WIC section 602, has been removed from the child's home by the juvenile court, and/or is in foster care.
    c. A nonminor the subject of a petition filed under the transition jurisdiction of the juvenile court, as described in WIC section 450, who satisfies all of the following criteria:
        i. The nonminor has attained 18 years of age while under an order of foster care placement by the juvenile court.
        ii. The nonminor is in foster care under the placementWelfare and care responsibility of the county welfare department, county probation department, Indian tribe, consortium of tribes,Institutions Code section 300 or tribal organization.
        iii. The nonminor is participating in a transitional independent living case plan.
    d. A dependent child of the court of an Indian tribe, consortium of tribes, or tribal organization602. This includes children who are the subject of a petition filed in the tribal cases in dependency court and juvenile justice court.[1]
    e. A child who is the subject of a voluntary placement agreement, as defined in WIC section 11400.
2. "Former juvenile court school pupils" refers to a scholar who, upon completion of the scholar 's second year of high school, transfers from a juvenile court school to the Charter School.
3. "Child of a military family" refers to a scholar who resides in the household of an active duty military member.
4. "Currently Migratory Child" refers to a child who, within the last 12-months, has moved with a parent, guardian, or other person having custody to the Charter School from another Local Educational Agency ("LEA"), either within California or from another state, in order that the child or a member of the child's immediate family might secure temporary or seasonal employment in an agricultural or fishing activity, and whose parents or guardians have been informed of the child's eligibility for migrant education services. This includes a child who, without the parent/guardian, has continued to migrate annually to secure temporary or seasonal employment in an agricultural or fishing activity.
5. "Pupil participating in a newcomer program" means a pupil who is participating in a program designed to meet the academic and transitional needs of newly arrived immigrant pupils that has as a primary objective the development of English language proficiency.

Within this notice, foster youth, former juvenile court school pupils, a child of a military family, a currently migratory child, and a pupil participating in the newcomer program will be collectively referred to as "Foster and Mobile Youth." Within this notice, a parent, guardian, or other person holding the educational rights for a Foster and Mobile Youth will be referred to as a "parent."

Foster and Mobile Youth Liaison: The Superintendent & CEO or designee designates the following staff person as the Liaison for Foster and Mobile Youth:

Karla Gonzalez | Scholar Community Advocate
850 Hampshire Road, Suite R | Thousand Oaks, CA 91361 | 805-372-0620 | kgonzalez
ScholarCommunityAdvocate@compasscharters.org

The Foster and Mobile Youth Liaison's responsibilities include but are not limited to the following:

- Ensuring and facilitating the proper educational placement, enrollment in school, and checkout from school of foster children.
- Assisting foster children when transferring from one school to another school in ensuring proper transfer of credits, records and grades.

School Stability: The Charter School will work with foster youth and their parent/guardian to ensure that each pupil is placed in the least restrictive educational programs, and has access to the academic resources, services, and extracurricular and enrichment activities that are available to all pupils, including, but not necessarily limited to, interscholastic sports. All decisions regarding a foster youth's education and placement will be based on the best interest of the child and shall consider, among other factors, educational stability and the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress.

Foster youth, currently migratory children and children of military families have the right to remain in their school of origin if it is in their best interest. The Charter School will immediately enroll a foster youth, currently migratory child or child of a military family seeking re-enrollment in the Charter School as the scholar's school of origin (subject to the Charter School's capacity and pursuant to the procedures stated in the Charter School's charter and Board policy). If a dispute arises regarding a foster youth's request to remain in the Charter School as the school of origin, the foster youth has the right to remain in the Charter School pending the resolution of the dispute. The Charter School will also immediately enroll any foster youth, currently migratory child or child of a military family seeking to transfer to the Charter School (subject to the Charter School's capacity and pursuant to the procedures stated in the Charter School's charter and Board policy) regardless of the scholar's ability to meet normal enrollment documentation or uniform requirements (e.g. producing medical records or academic records from a previous school).

Foster youth, currently migratory children, and children of military families have the right to remain in their school of origin following the termination of the child's status as a foster youth, currently migratory child or child of a military family, as follows:

- For scholars in Kindergarten through eighth grade, inclusive, the scholar will be allowed to continue in the school of origin through the duration of the academic year in which the scholar's status changed.
- For scholars enrolled in high school, the scholar will be allowed to continue in the school of origin through graduation.

Graduation Requirements: Foster and Mobile Youth who transfer to the Charter School any time after the completion of their second year of high school, and pupils participating in a newcomer program who are in their third or fourth 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 the Charter School 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 Foster and Mobile Youth 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. In the case of a pupil participating in a newcomer program, enrollment in grade 11 or 12 may be used to determine whether the scholar is in their third or fourth year of high school.

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 parent/guardian, and where applicable, the scholar's social worker or probation officer, 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 parent/guardian how any of the requirements that are waived will affect the pupil'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 court's jurisdiction terminates or the scholar no longer meets the definition of a child of military family, a currently migratory child or a pupil participating in a newcomer program.

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 educational rights 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:

- 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.
- 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.
- Provide information to the scholar about transfer opportunities available through the California Community Colleges.
- 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 Foster and Mobile Youth.

The Charter School will provide Foster and Mobile Youth 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 pupil is reasonably able to complete the requirements in time to graduate from high school. When partial credit is awarded in a particular course, the Foster and Mobile Youth 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.

Scholar Records: When the Charter School receives a transfer request and/or scholar records request for the educational information and records of a foster youth from a new local educational agency ("LEA"), the Charter School shall provide these scholar records within two (2) business days. The Charter School shall compile the complete educational record of the pupil, including but not limited to a determination of seat time, full or partial credits earned, current classes and grades, immunization and other records, and, if applicable, a copy of the pupil's special education records including assessments, IEPs, and/or 504 plans. All requests for scholar records will be shared with the Foster and Mobile Youth Liaison, who shall be aware of the specific educational record keeping needs of Foster and Mobile Youth.

The Charter School shall not lower a foster youth's grades as a result of the scholar's absence due to a verified court appearance, related court ordered activity, or a change in the placement of the scholar made by a county or placing agency. If a foster youth is absent from school due to a decision to change the placement of the scholar made by a county or placing agency, the grades and credits of the pupil will be calculated as of the date the scholar left the Charter School.

In accordance with the Charter School's Educational Records and Scholarly Information Policy, under limited circumstances, the Charter School may disclose scholar records or personally identifiable information contained in those records to certain requesting parties including but not limited to a foster family agency and state and local authorities within a juvenile justice system, without parent/guardian consent. Scholars who are 16 years of age or older or have finished 10th grade may access their own school records.

Discipline Determinations: If the Charter School intends to extend the suspension of any foster/ youth pending a recommendation for expulsion, the Charter School will invite the scholar's attorney and an appropriate representative from the relevant county agency to participate in the meeting at which the extension of the suspension will be discussed.

If the Charter School intends to suspend for more than ten (10) consecutive school days or expel a scholar with a disability who is also a foster youth due to an act for which the recommendation for expulsion is discretionary, the Charter School will invite the scholar's attorney and an appropriate representative from the relevant county agency to participate in the Manifestation Determination Review meeting.

Complaints of Noncompliance: A complaint of noncompliance with any of the requirements outlined above may be filed through the Charter School's Uniform Complaint Policy and Procedures. A copy of the Uniform Complaint Policy and Procedures is available upon request at the Central Office and on the school website within the ~~CCS~~Compass Board Policy Manual.

Academic Integrity and Plagiarism

Academic dishonesty includes cheating, plagiarism and any attempt to obtain credit for academic work through fraudulent, deceptive, or dishonest means. ~~CCS~~Compass takes academic dishonesty in any form seriously, and it will not be tolerated.

Some examples include:

- Using or turning in another person's work and claim as your own;
- Copying from text, a website, or other course material;
- Claiming work generated by Artificial Intelligence (AI) as your own;
- Using or attempting to use unauthorized materials or information in any academic exercise;
- Hiring someone to write a paper;
- Buying a paper or project;
- Sharing files;
- Copying from another person's work;
- Letting a friend or learning coach do the work for you.
- Claiming Artificial Intelligent (AI) generated work as your own, or using AI in instances where prohibited by a teacher or course.

What is Plagiarism?

Merriam-Webster online dictionary defines plagiarism as "the act of using another person's words or ideas without giving credit to that person: the act of plagiarizing something."

To plagiarize means:

- to steal and pass off (the ideas or words of another) as one's own;
- to use (another's production) without crediting the source;
- to commit literary theft or fraud; or
- to present as new and original an idea or product derived from another source.

See http://www.plagiarism.org/plagiarism-101/what-is-plagiarism for more information.

How to Avoid Plagiarism

Scholars must give credit to the source for any information that is not either the result of original research or common knowledge. For example, it would be necessary to give credit to an author who provided an argument about the importance of the Emancipation Proclamation in the American Civil War. Conversely, major historical facts, such as the dates of the American Civil War, are considered common knowledge and do not require that credit be given to a particular author. If a scholar borrows the exact words of another author, the scholar must cite the source. If scholars are unsure whether or not they should cite, they should ask their teachers for guidance. Teachers will dictate which citation format should be used and what the guidelines are for their course.

Find more information about plagiarism and how to avoid it at owl.english.purdue.edu/owl/resource/589/01/.

If you use Artificial Intelligence (AI) in your process, disclose how you used AI with your work. Ask your teacher for specific requirements.

Consequences for Academic Dishonesty

Failure to abide by ~~CCS~~Compass standards of academic dishonesty by violating academic integrity will result in the following consequences:

In each of the offenses, the work that is deemed as plagiarized will not be accepted.

1st Offense - Warning

- If a scholar violates academic integrity, the teacher will notify the learning coach and Coordinator.
- The scholar will receive a written warning from the teacher in the form of a behavior contract, which will require both the learning coach and scholar signatures to be returned to the teacher. This will be sent via and email with a read receipt.
- The scholar will be permitted to re-submit the work.

2nd Offense

- If a scholar is caught violating academic integrity a second time, with any teacher, the teacher will notify the learning coach and Coordinator.
- The scholar will receive a "0" on the assignment that was plagiarized and a 2nd behavior contract will be sent to be signed by both the learning coach and the scholar, and returned to the teacher. Notification will be sent via certified mail and email with a read receipt.
- The Coordinator will schedule a meeting with the teacher, the scholar and the learning coach.

3rd Offense

- If a scholar is caught violating academic integrity a third time the teacher will notify the learning coach, Coordinator and Program Director.
- The scholar will receive a "0" on the assignment that was plagiarized and the scholar will be placed on Academic Probation. The scholar will receive a notification of this to be signed by both the Learning Coach and scholar's Notification will be sent via certified mail and email.
- A meeting will be held with the Program Director, Coordinator, teacher, Learning Coach and scholar.

4th Offense

- If a scholar is caught violating academic integrity a fourth time the teacher will notify the learning coach, Coordinator and Program Director.
- The course is locked until a recommendation is made by the Disciplinary Action Committee (DAC). The scholar will receive a behavior contract notifying them of this via certified mail.
- The scholar goes before the DAC to determine whether further discipline will be recommended, using the processes outlined in the CCS charter document, available on the CCS website and at the Central Office.

Academic Probation

Any scholar failing to meet minimum academic standards in his/her courses, or participating in academic dishonesty, as determined by the Program Director, may be placed on academic probation. Scholars on academic probation will be expected to participate in academic interventions as determined by their teacher or director. Scholars on academic probation may not be permitted to attend field trips or participate in scholar clubs until off academic probation.

Field Trips & In-Person Events

Participation

Scholars enrolled in CCS (and their legal guardians, extended family members, and siblings based on age and capacity) may attend School field trips and events. Legal guardians, extended family members, and siblings must cover their own costs to attend. Educational Support ~~Funds~~Resources cannot be used to pay for field trips and events. All guests are required to provide their own transportation to and from events held by Compass. Once CCS has made payments to the field trip or event venue, no refunds for those additional costs will be processed.

All guests attending field trips and events are expected to follow the established requirements, rules, and guidelines shared by the Engagement Department for the event to ensure a safe and enjoyable experience for everyone. This includes examples such as arriving on time, following instructions, and demonstrating respectful behavior throughout the event.

Guests who do not follow these requirements, rules, and guidelines may be subject to appropriate actions, such as being asked to leave an activity, early dismissal, or adjustments to future participation. Continued or serious violations may impact eligibility for future events and field trips. By joining the trip, guests acknowledge and agree to uphold these expectations, contributing to a successful and enriching experience for all.

Permission Slips

No scholar will be permitted to go on a field trip, event, or excursion without a permission slip signed by the scholar's legal guardian. A new permission slip must be submitted for every scholar for each field trip, event, or excursion. One (1) copy of the permission slip shall be filed with the Engagement Department, and one (1) copy shall be given to the staff member(s) going on the field trip or attending the event.

Supervision

The sponsoring staff member(s) must be present to supervise the field trip, event, or excursion. The emergency contact for each scholar will be designated on the event permission slip.

Scholars are under the jurisdiction of the School at all times during the field trip and school rules are to be adhered to at all times.

Transferring Tickets

No person attending the field trip or event can independently transfer a ticket purchased for a field trip or event to other individuals. Please inform the Engagement Department, in writing, if you are unable to attend a field trip or event. The Engagement Department will then determine how to transfer tickets, if possible.

Role of Volunteer Learning Coaches on Field Trips and at Events

Volunteers are needed to participate in all field trips, events, and excursions to assist with supervision of scholar(s). The CCS group and those assisting in supervising scholars shall receive clear information regarding their responsibilities from the Engagement Department or sponsoring staff member. Prior to the field trip, event, or excursion, the Engagement Department or sponsoring teacher may hold a required meeting for these volunteer learning coaches/approved adults scheduled to accompany CCS group as supervisors to discuss, among other things, safety and the importance of safety-related rules for the field trip, event, or excursion, how to keep a group together and what to do if an emergency occurs.

In any situation, volunteer learning coaches and/or approved adults shall not consume alcohol or use controlled substances (except for medications taken under a physician's orders) while accompanying and/or supervising scholars on a field trip, event, or excursion.

One to One Eligibility and Accommodations

While we welcome family engagement, learning coaches and parents are generally not permitted to attend overnight or ratio-restricted trips. In accordance with federal and state law, 1:1 adult supervision or parent chaperone accommodations are reserved for scholars with a documented medical or educational necessity as established through a formal Individualized Education Program (IEP) or Section 504 Plan. Requests for such accommodations must be vetted through the scholars IEP or 504 team, well in advance of trip registration to ensure that the requested support is necessary, that adult capacity at the venue is available, and that all safety and background clearance requirements are met. Compass cannot guarantee accommodations for requests made outside of this formal evaluation process.

Scholar Organizations and Clubs

Scholar Leadership Council

To ensure compliance with Board requirements and other applicable lawful regulations, the Scholar Leadership Council will be advised by the Superintendent & CEO. The Superintendent & CEO, as advisor, will establish a fair process for the nomination and election of officers for President, Vice President, Secretary, and Treasurer. The body shall generally determine all other rules for its operation and activities consistent with the established school rules.

Scholar Clubs

Scholars may establish organizations or clubs, so long as approval is obtained by the Engagement Department. Scholars can sign themselves up to participate in scholar clubs and/or learning coaches can sign scholars up to participate in scholar clubs. Learning coaches should have a conversation with their scholar(s) about which club(s) they would like to join and support their scholars' club registration(s) as needed.

Approval

A scholar organization's constitution and by-laws may be prepared through the cooperative work of the scholars and staff. A copy of the constitution and by-laws must be submitted to the Engagement Department, for initial review to ensure consistency with school rules.

Fundraising

The Board shall provide for the supervision of all funds raised by any student body or scholar organization using CCS' name. CCS shall also be responsible to periodically audit the funds of the organization. All fundraising must receive prior approval of the Superintendent & CEO. Further, fundraising activities shall not be conducted during instructional time.

Revocation of Privileges

A scholar organization may have its privilege to meet on school property or at a school sponsored event revoked if they engage in conduct which is in violation of this policy, disruptive to the educational process, damages school property or is in violation of any law. Scholar organizations or their members shall not engage in any activity which coerces, pressures, embarrasses or unduly influences other scholars to participate in any meeting.

Payment Submission Refund Policy and Procedure

I. Purpose

This policy and procedure establishes the guidelines for processing refunds for extracurricular programs, including but not limited to in-person events, virtual events, and other offerings held by Compass Charter Schools.

II. General Guidelines

Compass Charter Schools aims to provide diverse extracurricular opportunities for all scholars. To ensure the fiscal health of these programs, the following refund standards apply:

- Payment Status: Refunds will only be considered if the funds have not yet been disbursed to a third-party vendor or processed as an irrevocable payment by the Charter School.
- Voluntary Nature: As an independent study school in California, participation in these specific extracurricular activities is voluntary.
- Equipment/Materials: Any physical materials or kits provided as part of the event must be returned (unless otherwise noted by Compass Charter Schools) in original, unused condition before a refund is finalized.

III. Non-Refundable Circumstances

Refunds will not be approved in the following scenarios:

1. Vendor Commitment: Once payment has been processed to a vendor (e.g., museum admission, workshop facilitator, venue rental for celebrations), the school cannot recoup these costs.
2. No-Shows: Failure to attend an in-person or virtual event without following the scholar refund request process (as defined in the Scholar Refund Request Form) results in a forfeiture of the fee.

IV. Approval Authority

The Chief Business Officers (or designee) shall have the final authority to approve or deny refund requests based on the criteria above.

V. Submission & Procedural Requirements

To initiate a refund review for any extracurricular program, the following procedural requirements must be met:

- Written Request Mandate: All refund reviews must be initiated through the formal submission of the Scholar Refund Request Form in writing. Verbal requests to staff, teachers, or coordinators do not constitute a formal request and will not initiate the review process.
- Submission Deadline: To be eligible for consideration, the written request must be submitted to the Department overseeing the extracurricular program prior to payment being dispersed from Compass to the third-party vendor. Requests submitted after this window are subject to automatic denial.
- Form Requirements: A complete submission must include:
    - Scholar & Activity Identifiers: Full scholar name, scholar email address, grade level, and specific activity details (including date and transaction number).

- Substantiated Reason: A selected reason for the request, such as a scheduling conflict, technical issues (for virtual events), or illness/medical necessity. Note: Compass Charter Schools reserves the right to require a doctor's note for medical-related refund requests.
- Verification of Materials: If physical materials or kits were provided for the program, they must be returned to Compass in their original, unused condition before any approved refund is finalized.

- Processing Timeline: Once a written request is received and verified that payment has not yet left Compass, approved refunds will be processed back to the original form of payment within 14–21 business days.

Nondiscrimination Statement

CCS does not discriminate against any scholar or employee on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, immigration status, religion, religious affiliation, sexual orientation, pregnancy, or any other characteristic that is contained in the definition of hate crimes in the California Penal Code. This policy shall be implemented in a manner consistent with the California Safe Haven Schools Act, ensuring that all school-sponsored activities remain safe and accessible to all California residents regardless of immigration status
CCS adheres to all provisions of federal law related to scholars with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 (ADA), and the Individuals with Disabilities Education Improvement Act of 2004 (IDEA).

CCS does not discourage scholars from enrolling or seeking to enroll in the Charter School for any reason, including, but not limited to, academic performance, disability, neglect or delinquency, English proficiency, for being homeless or a foster/mobile youth, economic disadvantage, nationality, race, ethnicity, or sexual orientation. CCS shall not encourage a scholar currently attending CCS to disenroll or transfer to another school based on any of the aforementioned reasons except in cases of expulsion and suspension or involuntary removal in accordance with the Charter School's charter and relevant policies.

CCS does not request nor require scholar records prior to a scholar's enrollment.

CCS shall provide a copy of the California Department of Education Complaint Notice and Form to any parent, guardian, or scholar over the age of 18 at the following times: (1) when a parent, guardian, or scholar over of the age of 18 inquires about enrollment; (2) before conducting an enrollment lottery; and (3) before disenrollment of a scholar.

CCS is committed to providing a work and educational atmosphere that is free of unlawful harassment under Title IX of the Education Amendments of 1972 (sex), Titles VI, VI, and VII of the Civil Rights Act of 1964 (race, color, or national origin), The Age Discrimination Act of 1975, the IDEA, and Section 504 and Title II of the ADA (mental or physical disability). The School also prohibits sexual harassment, including cyber sexual bullying, and harassment based upon pregnancy, childbirth or related medical conditions, race, religion, religious affiliation, creed, color, immigration status, gender, gender identity, gender expression, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, or any other basis protected by federal, state, local law, ordinance or regulation.

CCS does not condone or tolerate harassment of any type, including discrimination, intimidation, or bullying, including cyber sexual bullying by any employee, independent contractor or other person with which CCS does business, or any other individual, scholar, or volunteer. This applies to all employees, scholars, or volunteers and relationships, regardless

~~of position or gender. CCS will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted.~~; or community member regardless of position or gender. CCS will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted. CCS will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted. The lack of English language skills will not be a barrier to admission or participation in Charter School's programs or activities. Charter School prohibits retaliation against anyone who files a complaint or who participates or refuses to participate in a complaint investigation.

Compass Charter Schools is committed to safeguarding every scholar's right to a free public education, regardless of their immigration status, the status of their family members, or their religious beliefs.
In accordance with the California Safe Haven Schools Act, the Charter School shall provide instruction and programs designed to educate scholars about the negative impact of bullying others based on their actual or perceived immigration status, religious beliefs, or customs.

Protections against discrimination based on immigration status are further detailed in the Charter School's Comprehensive School Safety Plan, which includes specific procedures for student privacy and staff notification during enforcement actions.

Inquiries, complaints, or grievances regarding harassment as described in this section, above, should be directed to the Charter School Uniform Complaint Procedures ("UCP") Compliance Officer:

Elizabeth Brenner | Superintendent & CEO
850 Hampshire Road, Suite R | Thousand Oaks, California 91361 | (818) 824-6233 | ebrenner@compasscharters.org

A copy of the complete policy shall be available free of charge at CCS' Central Office and on the School's website within the CCS Board Policy Manual.

~~**The lack of English language skills will not be a barrier to admission or participation in Charter School's programs or activities. Charter School prohibits retaliation against anyone who files a complaint or who participates or refuses to participate in a complaint investigation. A copy of the complete non-discrimination statement shall be available free of charge at CCS' Central Office and on the School's website within the CCS Board Policy Manual.**~~**Notice Regarding Immigration Rights and Resources**

In accordance with California law, families are entitled to information about their educational and immigration-related rights. Information regarding the educational rights of immigrant scholars and available immigration resources may be found on the website of the California Attorney General's Office at: https://oag.ca.gov/immigrant This resource includes guidance on scholar rights to a free public education, protections of scholar information, and information regarding interactions with immigration enforcement.

Compass does not collect information regarding the citizenship or immigration status of scholars or their family members except as required by law.

Know Your Immigration Rights | Know Your Educational Rights | Immigration and Family Safety Resources

Scholar Grievances

Compass Charter School has three (3) complaint policies: General Complaint Policy, the Uniform Complaint Policy, and the Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy. A copy of the complete policies shall be available free of charge at CCS' Central Office and on the School's website within the CCS Board Policy Manual.

General Complaint Policy

CCS has adopted a General Complaint Policy to address concerns about the Charter School generally or regarding specific employees. For complaints regarding harassment or perceived violations of state or federal laws, please refer to the Charter School's Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy and/or the Charter School's Uniform Complaint Procedures. For all other complaints, the General Complaint form and accompanying procedures will be available at its Central Office and on the CCS website within the CCS Board Policy Manual (Section 40).

Uniform Complaint Procedure (Annual Notice)

CCS is the local agency primarily responsible for compliance with federal and state laws and regulations governing educational programs.

CCS shall investigate and seek to resolve complaints using policies and procedures known as the Uniform Complaint Procedure ("UCP") adopted by our Board of Directors. The UCP shall be used to resolve the following types of complaints:

1. Complaints alleging unlawful discrimination, harassment, intimidation, or bullying against any protected group on the basis of actual or perceived characteristics of age, ancestry, color, mental disability, physical disability, ethnic group identification, immigration status, citizenship, gender expression, gender identity, gender, genetic information, nationality, national origin, race or ethnicity, religion, medical condition, marital status, sex, or sexual orientation, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, in any CCS program or activity.
2. Complaints alleging a violation of state or federal law or regulation governing the following programs:
    a. Accommodations for Pregnant, Parenting, or Lactating Scholars;
    b. Adult Education;
    c. Career Technical and Technical Education;
    d. Career Technical and Technical Training;
    e. Child Care and Development Programs;
    f. Consolidated Categorical Aid;
    g. Education of Scholars in Foster Care, Scholars who are Homeless, former Juvenile Court Scholars now enrolled in a public school;
    h. Every Student Succeeds Act;
    i. Migrant Education Programs;
    j. Regional Occupational Centers and Programs;
    k. School Safety Plans; and/or
    l. State Preschool Programs.

3. Complaints alleging noncompliance with laws relating to pupil fees. A pupil enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity. A pupil fee includes, but is not limited to, all of the following:
    a. A fee charged to a pupil as a condition for registering for school or courses, or as a condition for participation in a course or an extracurricular activity, regardless of whether the class or activity is elective or compulsory, or is for credit.
    b. A security deposit, or other payment, that a pupil is required to make to obtain a lock, locker, book, course apparatus, musical instrument, clothes, or other materials or equipment.
    c. A purchase that a pupil is required to make to obtain materials, supplies, equipment, or clothes associated with an educational activity.

    Complaints of noncompliance with laws relating to pupil fees may be filed with the Superintendent & CEO.
4. Complaints alleging noncompliance with the requirements governing the Local Control Funding Formula ("LCFF") or Local Control and Accountability Plans ("LCAP") under Education Code sections 47606.5 and 47607.3, as applicable. If Charter School adopts a School Plan for Student Achievement ("SPSA") in addition to its LCAP, complaints of noncompliance with the requirements of the SPSA under Education Code sections 64000, 64001, 65000, and 65001 shall also fall under the UCP.
5. Complaints alleging noncompliance regarding child nutrition programs established pursuant to Education Code sections 49490-49590 are governed by Title 7, Code of Federal Regulations ("C.F.R.") sections 210.19(a)(4), 215.1(a), 220.13(c), 225.11(b), 226.6(n), and 250.15(d) and Title 5, California Code of Regulations ("C.C.R.") sections 15580 - 15584.
6. Complaints alleging noncompliance regarding special education programs established pursuant to Education Code sections 56000-56865 and 59000-59300 are governed by the procedures set forth in 5 C.C.R. sections 3200-3205 and 34 C.F.R. sections 300.151-300.153.

Complaints other than complaints relating to pupil fees must be filed in writing with the following compliance officer:

Elizabeth Brenner | Superintendent & CEO
850 Hampshire Road, Suite R | Thousand Oaks, California 91361 | (818) 824-6233 | ebrenner@compasscharters.org

Only complaints regarding pupil fees or LCAP compliance may be filed anonymously and only if the anonymous complainant provides evidence or information leading to evidence to support an allegation of noncompliance with laws relating to pupil fees or LCAP.

Complaints alleging unlawful discrimination, harassment, intimidation, or bullying, must be filed within six (6) months from the date the alleged discrimination, harassment, intimidation, or bullying, occurred or the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation, or bullying. All other complaints under the UCP shall be filed not later than one (1) year from the date the alleged violation occurred. For complaints relating to the LCAP, the date of the alleged violation is the date on which Charter School's Board of Directors approved the LCAP or the annual update was adopted by Charter School.

The Compliance Officer responsible for investigating the complaint shall conduct and complete the investigation in accordance with California regulations and the Charter School's UCP Policy. The Compliance Office shall provide the complainant with the final written investigation report within sixty (60) calendar days from the Charter School's receipt of the complaint. This sixty (60) calendar day time period may be extended by written agreement of the complainant.

The complainant has a right to appeal CCS's Decision to the California Department of Education ("CDE") by filing a written appeal within thirty (30) calendar days of the date of Charter School's written Decision, except if Charter School has used

its UCP to address a complaint that is not subject to the UCP requirements. The appeal must include a copy of the complaint filed with the Charter School, a copy of Charter School's decision, and the complainant must specify and explain the basis for the appeal of the decision, including at least one of the following:

1. Charter School failed to follow its complaint procedures.
2. Relative to the allegations of the complaint, Charter School's decision lacks material findings of fact necessary to reach a conclusion of law.
3. The material findings of fact in Charter School's decision are not supported by substantial evidence.
4. The legal conclusion in Charter School's decision is inconsistent with the law.
5. In a case in which Charter School's decision found noncompliance, the corrective actions fail to provide a proper remedy.

A complainant who appeals Charter School's decision on a UCP complaint to the CDE shall receive a written appeal decision within sixty (60) calendar days of the CDE's receipt of the appeal, unless extended by written agreement with the complainant or the CDE documents exceptional circumstances and informs the complainant.

Within thirty (30) calendar days of the date of the CDE's appeal decision pursuant to 5 C.C.R. section 4633(f)(2) or (3), either party may request reconsideration by the State Superintendent of Public Instruction ("SSPI") or the SSPI's designee. The request for reconsideration shall specify and explain the reason(s) for contesting the findings of fact, conclusions of law, or corrective actions in the CDE's appeal decision.

If a UCP complaint is filed directly with the CDE and the CDE determines that it merits direct intervention, the CDE shall complete an investigation and provide a written decision to the complainant within sixty (60) calendar days of receipt of the complaint, unless the parties have agreed to extend the timeline or the CDE documents exceptional circumstances and informs the complainant.

If Charter School finds merit in a UCP complaint, or the CDE finds merit in an appeal, Charter School shall take corrective actions consistent with the requirements of existing law that will provide a remedy to the affected scholar and/or parent/guardian as applicable.

A complainant may pursue available civil law remedies outside of the Charter School's complaint procedures. Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders. For unlawful discrimination, harassment, intimidation or bullying complaints arising under state law, however, a complainant must wait until sixty (60) calendar days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies. The moratorium does not apply to injunctive relief and is applicable only if the Charter School has appropriately, and in a timely manner, apprised the complainant of the Complainant's right to file a complaint in accordance with 5 CCR 4622.

A copy of the UCP shall be available upon request free of charge at CCS's Central Office and on the School's website within the CCS Board Policy Manual. For further information on any part of the complaint procedures, including filing a complaint or requesting a copy of the UCP, please contact the Superintendent & CEO.

Title IX, Harassment, Intimidation, Discrimination & Bullying Policy

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~~Board Policy #:37~~**SECTION 6 – SCHOLAR**

Board Policy #38: Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy

Adopted/Ratified: October 3, ~~2019~~3019
Revision Date: ~~N/A~~June 25, 2022

Discrimination, sexual harassment, harassment, intimidation, and bullying are all disruptive behaviors, which interfere with scholars' ability to learn and negatively affect scholar engagement, diminish school safety, and contribute to a hostile school environment. As such, Compass Charter Schools prohibits any acts of discrimination, sexual harassment, harassment, intimidation, and bullying altogether. This policy is inclusive of instances that occur on any area of the school campus, at school-sponsored events and activities, regardless of location, through school-owned technology, and through other electronic means.

As used in this policy, discrimination, sexual harassment, harassment, intimidation, and bullying are described as the intentional conduct, including verbal, physical, written communication or cyber-bullying, including cyber sexual bullying, based on the actual or perceived characteristics of disability, pregnancy, gender, gender identity, gender expression, nationality, ancestry, race or ethnicity, immigration and citizenship status, religion, religious affiliation, sexual orientation, childbirth or related medical conditions, marital status, age, or association with a person or group with one or more of these actual or perceived characteristics or any other basis protected by federal, state, local law, ordinance or regulation. In addition, bullying encompasses any conduct described in the definitions set forth in this Policy. Hereafter, such actions are referred to as "misconduct prohibited by this Policy."

To the extent possible, CCS will make reasonable efforts to prevent scholars from being discriminated against, harassed, intimidated, and/or bullied, and will take action to investigate, respond, address and report on such behaviors in a timely manner. CCS school staff that witness acts of misconduct prohibited by this Policy will take immediate steps to intervene when safe to do so.

Moreover, CCS will not condone or tolerate misconduct prohibited by this Policy by any employee, independent contractor or other person with which CCS does business, or any other individual, scholar, or volunteer. This Policy applies to all ~~employees, scholars, or~~employee, scholar, and volunteer actions and relationships, regardless of position or gender. CCS will promptly and thoroughly investigate any complaint of such misconduct prohibited by this Policy and take appropriate corrective action, if warranted.

Title IX, Harassment, Intimidation, Discrimination and Bullying Coordinator ("Coordinator"):

Elizabeth Brenner | Superintendent & CEO
850 Hampshire Road, Suite R | Thousand Oaks, California 91361 | (818) 824-6233
ebrenner@compasscharters.org

Definitions¶

Prohibited Unlawful Harassment

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- Verbal conduct such as epithets, derogatory jokes or comments or slurs.
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with school because of sex, race or any other protected basis.
- Retaliation for reporting or threatening to report harassment.
- Deferential or preferential treatment based on any of the protected classes above.

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Prohibited Unlawful Harassment under Title IX

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Title IX (20 U.S.C. § 1681 *et. seq*; 34 C.F.R. ~~§ 106.1 *et. seq*~~Part 106) and California state law prohibit harassment on the basis of sex. In accordance with these existing laws, discrimination on the basis of sex in education institutions is prohibited. All persons, regardless of sex, are afforded equal rights and opportunities and freedom from unlawful discrimination in education programs or activities conducted by CCS.

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CCS is committed to providing an educational environment free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action.

Sexual harassment consists of sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when: (a) Submission to the conduct is explicitly or implicitly made a term or a condition of an individual's employment, education, academic status, or progress; (b) submission to, or rejection of, the conduct by the individual is used as the basis of employment, educational or academic decisions affecting the individual; (c) the conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment; and/or (d) submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the educational institution.

It is also unlawful to retaliate in any way against an individual who has articulated a good faith concern about sexual harassment against themselves or against another individual.

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.
  - Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another’s body, or poking another’s body.

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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 individual for submitting to sexual

conduct, including soliciting or attempting to solicit any individual to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct.
- Subjecting or threats of subjecting a scholar to unwelcome sexual attention or conduct or intentionally making the scholar's academic performance more difficult because of the scholar's sex.

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Sexual or discriminatory displays or publications anywhere in the educational environment, 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 or possessing any such material to read, display or view in the educational environment.
- Reading publicly or otherwise publicizing in the educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic.
- Displaying signs or other materials purporting to segregate an individual by sex in an area of the educational environment (other than restrooms or similar rooms).

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The illustrations of harassment and sexual harassment above are not to be construed as an all- inclusive list of prohibited acts under this Policy.

Prohibited Bullying

Bullying is defined as any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act. Bullying includes one or more acts committed by a scholar or group of scholars that may constitute as sexual harassment, hate violence, or creates an intimidating and/or hostile educational environment, directed toward one or more scholars that has or can be reasonably predicted to have the effect of one or more of the following:¶

1. Placing a reasonable ~~scholar~~pupil* or ~~scholars~~pupils in fear of harm to that ~~scholar's~~pupil's or those ~~scholars~~pupils' person or property.
2. Causing a reasonable ~~scholar~~pupil to experience a substantially detrimental effect on his or her physical or mental health.
3. Causing a reasonable ~~scholar~~pupil to experience a substantial interference with his or her academic performance.
4. Causing a reasonable ~~scholar~~pupil to experience a substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by CCS.

¶

* "Reasonable ~~scholar~~pupil" is defined as a ~~scholar~~pupil, including, but not limited to, an exceptional needs ~~scholar~~pupil, who exercises care, skill and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs.

Cyberbullying is an electronic act that includes the transmission of harassing communication, direct threats, or other harmful texts, sounds, video, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.▪

Electronic act means the creation and/or transmission originated on or off the ~~school site~~schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:¶

1. A message, text, sound, video, or image.
2. A post on a social network Internet Web site including, but not limited to:
   - Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in the definition of "bullying," above.
   - Creating a credible impersonation of another actual ~~scholar~~pupil for the purpose of having one or more of the effects listed in the definition of "bullying," above. "Credible impersonation" means to knowingly and without consent impersonate a ~~scholar~~pupil for the purpose of bullying the ~~scholar~~pupil and such that another ~~scholar~~pupil would reasonably believe, or has reasonably believed, that the ~~scholar~~pupil was or is the ~~scholar~~pupil who was impersonated.
   - Creating a false profile for the purpose of having one or more of the effects listed in the definition of "bullying," above. "False profile" means a profile of a fictitious ~~scholar~~pupil or a profile using the likeness or attributes of an actual ~~scholar~~pupil other than the ~~scholar~~pupil who created the false profile.
3. An act of "Cyber sexual bullying" including, but not limited to:
   - The dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a ~~scholar~~pupil to another ~~scholar~~pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in definition of "bullying," above. A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.▪
   - "Cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
4. Notwithstanding the definitions of "bullying" and "electronic act" above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

Grievance Procedures

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~~1. Reporting~~ 1. Scope of Grievance Procedures

CCS will comply with its Uniform Complaint Procedures ("UCP") policy when investigating and responding to complaints alleging unlawful harassment, discrimination, intimidation or
bullying against a protected group or on the basis of a person's association with a person or group with one or more of the protected characteristics set forth in the UCP that:

a. Are written and signed;
b. Filed by an individual who alleges that they have personally suffered unlawful discrimination, harassment, intimidation or bullying, or by one who believes any specific class of individuals has been subjected to discrimination, harassment, intimidation or bullying prohibited by this Policy, or by a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying; and
c. Submitted to the CCS UCP Compliance Officer not later than six (6) months from the date the alleged unlawful discrimination, harassment, intimidation or bullying occurred, or the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying.

The following grievance procedures shall be utilized for reports of misconduct prohibited by this Policy that do not comply with the writing, timeline, or other formal filing requirements of a uniform complaint. For formal complaints of sexual harassment, CCS will utilize the following grievance procedures in addition to its UCP when applicable.

2. Reporting

All staff are expected to provide appropriate supervision to enforce standards of conduct and, if they observe or become aware of misconduct prohibited by this Policy, to intervene as soon as it is safe to do so, call for assistance, and report such incidents. The Board requires staff to follow the procedures in this policy for reporting alleged acts of misconduct prohibited by this Policy.

¶

Any scholar who believes they have been subject to misconduct prohibited by this Policy or has witnessed such prohibited misconduct is encouraged to immediately report such misconduct to the Coordinator:¶

Elizabeth Brenner | Superintendent & CEO
850 Hampshire Road, Suite R | Thousand Oaks, California 91361 | (818) 824-6233
ebrenner@compasscharters.org

Complaints regarding such misconduct may also be made to the U.S. Department of Education, Office for Civil Rights.¶

While submission of a written report is not required, the reporting party is encouraged to submit a written report to the Coordinator. Oral reports shall also be considered official reports. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

Scholars are expected to report all incidents of misconduct prohibited by this Policy or other verbal, or physical abuses. Any scholar who feels she/he is a target of such behavior should immediately contact a teacher, counselor, the Superintendent/CEO, the Coordinator, a staff person or a family member so that she/he can get assistance in resolving the issue in a manner that is consistent with this Policy.

CCS acknowledges and respects every individual's right to privacy. All reports shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process. This includes keeping the identity of the reporter confidential, as appropriate, except to the extent necessary to carry out the investigation and/or to resolve the issue, as determined by the Coordinator or administrative designee on a case-by-case basis.

CCS prohibits any form of retaliation against any reporter in the reporting process, including but not limited to a reporter's filing of a complaint or the reporting of instances of misconduct prohibited by this Policy. Such participation shall not in any way affect the status, grades, or work assignments of the reporter.

All supervisors of staff will receive sexual harassment training within six (6) months of ~~their assumption~~theirassumption of a supervisory position and will receive further training once every two (2) years thereafter. All staff will receive sexual harassment training and/or instruction concerning sexual harassment as required by law.

~~**2. Investigation**~~¶

3. Supportive Measures

Upon the receipt of an informal or formal complaint of sexual harassment, the Coordinator will promptly contact the

complainant to discuss the availability of supportive measures. The Coordinator will consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint of sexual harassment, and explain the process for filing a formal complaint of sexual harassment.

Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint of sexual harassment or where no formal complaint of sexual harassment has been filed. Such measures are designed to restore or preserve equal access to CCS' education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or CCS' educational environment, or deter sexual harassment. Supportive measures available to complainants and respondents may include but are not limited to counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. CCS' will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of CCS' to provide the supportive measures.

4. Investigation and Response

Upon receipt of a report of misconduct prohibited by this Policy from a scholar, staff member, parent, volunteer, visitor or affiliate of CCS, the Coordinator or administrative designee will promptly initiate an investigation. In most cases, a thorough investigation will take no more than seven (7) school days. If the Coordinator, or ~~administrative~~ designee determines that an investigation will take longer than seven (7) school days, he or she will inform the complainant and any other relevant parties and provide an approximate date when the investigation will be complete.

At the conclusion of the investigation, the Coordinator or ~~administrative~~ designee will meet with the complainant and, to the extent possible with respect to confidentiality laws, provide the complainant with information about the investigation, including any actions necessary to resolve the incident/situation. However, in no case may the Coordinator or ~~administrative~~ designee reveal confidential information related to other scholars or employees, including the type and extent of discipline issued against such scholars or employees.

For investigations of and responses to formal complaints of sexual harassment, the following grievance procedures will apply:

- Notice of the Allegations
    - Upon receipt of a formal complaint of sexual harassment, the Coordinator (or designee) will give all known parties written notice of its grievance process, including any voluntary informal resolution process. The notice will include:
        - A description of the allegations of sexual harassment at issue and to the extent known, the identities of the parties involved in the incident, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident;
        - A statement that the respondent is presumed not responsible for the alleged conduct until a final decision is reached;
        - A statement that the parties may have an advisor of their choice, who may be an attorney, and may inspect and review evidence; and
        - A statement that CCS prohibits an individual from knowingly making false statements or knowingly submitting false information during the grievance process.
- Emergency Removal
    - CCS may place a non-student employee respondent on administrative leave during the pendency of a formal complaint of sexual harassment grievance process in accordance with CCS's policies.

- CCS may remove a respondent from CCS' education program or activity on an emergency basis, in accordance with CCS' policies, provided that CCS undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.
- This provision may not be construed to modify any rights under the IDEA, Section 504, or the ADA.

- Informal Resolution
  - If a formal complaint of sexual harassment is filed, CCS may offer a voluntary informal resolution process, such as mediation, to the parties at any time prior to reaching a determination regarding responsibility. If CCS offers such a process, it will do the following:
    - Provide the parties with advance written notice of:
      - The allegations;
      - The requirements of the voluntary informal resolution process including the circumstances under which the parties are precluded from resuming a formal complaint of sexual harassment arising from the same allegations;
      - The parties' right to withdraw from the voluntary informal resolution process and resume the grievance process at any time prior to agreeing to a resolution; and
      - Any consequences resulting from participating in the voluntary informal resolution process, including the records that will be maintained or could be shared; and
    - Obtain the parties' advance voluntary, written consent to the informal resolution process.
  - CCS will not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

- Investigation Process
    - The decision-maker(s) will not be the same person(s) as the Coordinator or the investigator. CCS shall ensure that all decision-makers and investigators do not have a conflict of interest or bias for or against complainants or respondents.
    - In most cases, a thorough investigation will take no more than twenty-five (25) school days. If the investigator determines that an investigation will take longer than twenty-five (25) school days and needs to be delayed or extended due to good cause, the investigator will inform the complainant and any respondents in writing of the reasons for the delay or extension and provide an approximate date when the investigation will be complete.
    - The parties will be provided with an equal opportunity to present witnesses, to inspect and review any evidence obtained that is directly related to the allegations raised, and to have an advisor present during any investigative meeting or interview.
    - The parties will not be prohibited from discussing the allegations under investigation or to gather and present relevant evidence.
    - A party whose participation is invited or expected at an investigative meeting or interview will receive written notice of the date, time, location, participants, and purpose of the meeting or interview with sufficient time for the party to prepare to participate.
    - Prior to completion of the investigative report, CCS will send to each party and the party's advisor, if any, a copy of the evidence subject to inspection and review, and the parties will have at least ten (10) days to submit a written response for the investigator's consideration prior to the completion of the investigation report.
    - The investigator will complete an investigation report that fairly summarizes all relevant evidence and send a copy of the report to each party and the party's advisor, if any, at least ten (10) days prior to the determination of responsibility.
- Dismissal of a Formal Complaint of Sexual Harassment
    - If the investigation reveals that the alleged harassment did not occur in CCS' educational program in the United States or would not constitute sexual harassment even if proved, the formal complaint with regard to that conduct must be dismissed. However, such a dismissal does not preclude action under another applicable CCS policy.
    - CCS may dismiss a formal complaint of sexual harassment if:
        - The complainant provides a written withdrawal of the complaint to the Coordinator;
        - The respondent is no longer employed or enrolled at CCS; or
        - The specific circumstances prevent CCS from gathering evidence sufficient to reach a decision on the formal complaint or the allegations therein.
    - If a formal complaint of sexual harassment or any of the claims therein are dismissed, CCS will promptly send written notice of the dismissal and the reason(s) for the dismissal simultaneously to the parties.
- Determination of Responsibility
    - The decision-maker(s) will not be the same person(s) as the Coordinator, the investigator or the decision-maker(s) for the appeal.
    - The standard of evidence used to determine responsibility is the preponderance of the evidence standard.
    - Determinations will be based on an objective evaluation of all relevant evidence and credibility determinations will not be based on a person's status as a complainant, respondent, or witness.
    - CCS will send a written decision on the formal complaint to the complainant and respondent simultaneously that describes:
        - The allegations in the formal complaint of sexual harassment;
        - All procedural steps taken including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;

- The findings of facts supporting the determination;
- The conclusions about the application of CCS' code of conduct to the facts;
- The decision and rationale for each allegation;
- Any disciplinary sanctions the recipient imposes on the respondent, and whether remedies designed to restore or preserve equal access to the education program or activity will be provided to the complainant; and
- The procedures and permissible bases for appeals.

All records related to any investigation of complaints under this Policy are maintained in a secure location.

~~3~~5. Consequences

Scholars or employees who engage in misconduct prohibited by this Policy ~~will be subject to disciplinary action.~~ ¶

¶

~~**4. Uniform Complaint Procedures**¶~~

~~When harassment or bullying is based upon one of the protected characteristics set forth in this Policy, a complainant may also fill out a Uniform Complaint Procedures complaint form at any time during the process.¶~~

¶

~~**5. Right of Appeal**¶~~

~~Should the reporting individual find the Coordinator's resolution unsatisfactory, he/she may follow the Dispute Resolution Process found in UCP.¶~~

, knowingly make false statements or knowingly submit false information during the grievance process may be subject to disciplinary action up to and including suspension and/or expulsion from CCS or termination of employment. The Coordinator is responsible for effective implementation of any remedies ordered by CCS in response to a formal complaint of sexual harassment.

6. Right of Appeal

Should the reporting individual find the Coordinator's resolution unsatisfactory, the reporting individual may, within five (5) business days of notice of CCS' decision or resolution, submit a written appeal to the Chair of the Compass Charter Schools Board, who will review the investigation and render a final decision.

The following appeal rights and procedures will apply to formal complaints of sexual harassment:

- The complainant and the respondent shall have the same appeal rights and CCS will implement appeal procedures equally for both parties.
- Within five (5) business days of CCS' written decision or dismissal of the complaint, the complainant or respondent may submit a written appeal to the Coordinator.
- The decision-maker(s) for the appeal will not be the same person(s) as the Coordinator, the investigator or the initial decision-maker(s).
- The complainant and respondent may appeal from a determination regarding responsibility, and from CCS' dismissal of a formal complaint or any allegations therein, on the following bases:
    - Procedural irregularity that affected the outcome of the matter;
    - New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
    - The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

- CCS will notify the other party in writing when an appeal is filed.
- The decision-maker(s) for the appeal will: 1) give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome; 2) issue a written decision describing the result of the appeal and the rationale for the result; and 3) and provide the written decision simultaneously to both parties.

7. Recordkeeping

All records related to any investigation of complaints under this Policy are maintained in a secure location.

CCS will maintain the following records for at least seven (7) years:

- Records of each sexual harassment investigation, including any determination of responsibility; any audio or audiovisual recording or transcript; any disciplinary sanctions imposed on the respondent; and any remedies provided to the complainant.
- Records of any appeal of a formal sexual harassment complaint and the results of that appeal.
- Records of any informal resolution of a sexual harassment complaint and the results of that informal resolution.
- All materials used to train Title IX coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process.
- Records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment.

TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION & BULLYING COMPLAINT FORM

Your Name: _____Date: _____

Date of Alleged Incident(s): _____

Name 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 (e.g.) 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 CCS 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.

_____ Date:_____

Signature of Complainant

_____

Printed Name

To be completed by the Charter School:

Received by: _____ Date:_____

Follow up Meeting with Complainant held on: _____

Scholar Records, including Records Challenges and Directory Information (Annual Notice)

The Family Educational Rights and Privacy Act ("FERPA") affords Learning Coaches and scholars who are 18 years of age or older ("eligible scholars") certain rights with respect to the scholar's education records. These rights are:

1. The right to inspect and review the scholar's education records within five (5) business days after the day CCS receives a request for access. Learning Coaches or eligible scholars should submit to the CCS Superintendent & CEO or designee a written request that identifies the records they wish to inspect. The CCS official will make arrangements for access and notify the Learning Coach or eligible scholar of the time and place where the records may be inspected.

2. The right to request an amendment of the scholar's education records that the Learning Coach or eligible scholar believes are inaccurate, misleading, or otherwise in violation of the scholar's privacy rights under FERPA.¶

3. ~~-~~

   Learning Coaches or eligible scholars who wish to ask CCS to amend a record should write to the CCS Superintendent & CEO or designee, clearly identify the part of the record they want changed, and specify why it should be changed. If CCS decides not to amend the record as requested by the Learning Coach or eligible scholar, CCS will notify the Learning Coach or eligible scholar of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the Learning Coach or eligible scholar when notified of the right to a hearing. If the Charter School decides to amend the record as requested by the parent or eligible scholar, the Superintendent & CEO must order the correction or the removal and destruction of the information and inform the parent or eligible scholar of the amendment in writing.

4. The right to provide written consent before CCS discloses personally identifiable information ("PII") from the scholar's education records, except to the extent that FERPA authorizes disclosure without consent.¶

   One exception, which permits disclosure without consent, is disclosure to CCS officials with legitimate educational interests. A CCS official is a person employed by CCS as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the Board of Directors. A CCS official also may include a volunteer, consultant, vendor, or contractor outside of CCS who performs an institutional service or function for which CCS would otherwise use its own employees and who is under the direct control of CCS with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, therapist, or contracted provider of digital educational platforms and/or services; a parent or scholar volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, scholar, or other volunteer assisting CCS official in performing an institutional service or function. A CCS official has a legitimate educational interest if the official needs to review an education record in order to fulfill their professional responsibility.¶

   Upon request, CCS discloses education records without consent to officials of another school district in which a

scholar seeks or intends to enroll, or is already enrolled if the disclosure is for purposes of the scholar's enrollment or transfer.¶

5.

Note that CCS will not release information to third parties for immigration-enforcement purposes, except as required by law or court order.

6. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the School to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:¶

7.

Student Privacy Policy Office | U.S. Department of Education | 400 Maryland Avenue, SW Washington, DC 20202

8. The right to request that the Charter School not release scholar names, addresses and telephone listings to military recruiters or institutions of higher education without prior written parental consent.

FERPA permits the disclosure of PII from scholar's education records, without consent of the Learning Coach or eligible scholar, if the disclosure meets certain conditions found in §99.31 of the FERPA regulations. Except for disclosures to CCS officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the Learning Coach or eligible scholar, §99.32 of the FERPA regulations requires CCS to record the disclosure. Learning Coaches and eligible scholars have a right to inspect and review the record of disclosures. CCS may disclose PII from the education records of a scholar without obtaining prior written consent of the Learning Coach or the eligible scholar to the following parties:

1. Charter School officials who have a legitimate educational interest as defined by 34 C.F.R. Part 99;
2. Other schools to which a scholar seeks or intends to enroll so long as the disclosure is for purposes related to the scholar's enrollment or transfer. When a scholar transfers schools, the Charter School will mail the original or a copy of a scholar's cumulative file to the receiving district or private school within ten (10) school days following the date the request is received from the public school or private school where the scholar intends to enroll. The Charter School will make a reasonable attempt to notify the parent or eligible scholar of the request for records at the parent's or eligible scholar's last known address, unless the disclosure is initiated by the parent or eligible scholar. Additionally, Charter School will give the parent or eligible scholar, upon request, a copy of the record that was disclosed and give the parent or eligible scholar, upon request, an opportunity for hearing;
3. Certain government officials listed in 20 U.S.C. § 1232g(b)(1) in order to carry out lawful functions;
4. Appropriate parties in connection with a scholar's application for, or receipt of, financial aid if it is necessary to determine eligibility, amount of aid, conditions for aid or enforcing the terms and conditions of the aid;
5. Organizations conducting certain studies for the Charter School in accordance with 20 U.S.C. § 1232g(b)(1)(F);
6. Accrediting organizations in order to carry out their accrediting functions;
7. Parents of a dependent scholar as defined in section 152 of the Internal Revenue Code of 1986;
8. Individuals or entities, in compliance with a judicial order or lawfully issued subpoena. Subject to the exceptions found in 34 C.F.R. § 99.31(a)(9)(i), reasonable effort must be made to notify the parent or eligible scholar of the order or subpoena in advance of compliance, so that the parent or eligible scholar may seek a protective order;
9. Persons who need to know in cases of health and safety emergencies;

10. State and local authorities, within a juvenile justice system, pursuant to specific State law;
11. A foster family agency with jurisdiction over a currently enrolled or former scholar, a short-term residential treatment program staff responsible for the education or case management of a scholar, and a caregiver (regardless of whether the caregiver has been appointed as the scholar's educational rights holder) who has direct responsibility for the care of the scholar, including a certified or licensed foster parent, an approved relative or unrelated extended family member, or a resource family, may access the current or most recent records of grades, transcripts, attendance, discipline, and online communication on platforms established by Charter School for ~~scholar~~scholars and parents, and any individualized education program ("IEP") or Section 504 plan that may have been developed or maintained by Charter School; and/or
12. A victim of an alleged perpetrator of a crime of violence or a non-forcible sex offense. The disclosure may only include the final results of the disciplinary proceedings conducted by Charter School with respect to that alleged crime or offense. Charter School disclose the final results of the disciplinary proceeding, regardless of whether Charter School concluded a violation was committed.

"Directory Information" is information that is generally not considered harmful or an invasion of privacy if released. CCS may disclose the personally identifiable information that it has designated as directory information without a parent's or eligible scholar's prior written consent. CCS has designated the following information as directory information:

1. Scholar's name
2. Scholar's address
3. Learning Coach's address
4. Telephone listing
5. Scholar's electronic mail address
6. Learning Coach's electronic mail address
7. Photograph/video
8. Date and place of birth
9. Dates of attendance
10. Grade level
11. Degrees, honors, and awards received
12. Participation in officially recognized activities and sports
13. The most recent educational agency or institution attended
14. Scholar ID number, user ID, or other unique personal identifier used to communicate in electronic systems that cannot be used to access education records without a PIN, password, etc. (A scholar's social security number, in whole or in part, cannot be used for this purpose.)

If you do not want CCS to disclose directory information from your scholar's education records without your prior written consent, you must notify the School in writing at the time of enrollment or re-enrollment. Please notify the Superintendent & CEO at ebrenner@compasscharters.org. A copy of the complete Policy is available upon request at the Central Office and on the School's website within the CCS Board Policy Manual.

Voluntary Withdrawal from CCS

1. If a scholar decides to withdraw, the scholar's learning coach communicates the decision through their ST and/or counselor.
2. The teacher notifies the Registrar who sends the learning coach an email and form to confirm the withdrawal.
3. Once the withdrawal is completed the ~~Attendance Coordinator~~Registrar will email the Learning Coach a letter showing the scholar has been withdrawn that can be given to the scholar's new school.
4. If a scholar willfully damages CCS' property or the personal property of a CCS employee, or fails to return a textbook, library book, computer/tablet or other CCS property that has been loaned to the scholar, the scholar's parents/guardians are liable for all damages caused by the scholar's misconduct not to exceed ten thousand dollars ($10,000), adjusted annually for inflation. After notifying the scholar's parent or guardian in writing of the scholar's alleged misconduct and affording the scholar due process, CCS may withhold the scholar's grades, transcripts, and diploma until the damages have been paid. If the scholar and the scholar's parent/guardian are unable to pay for the damages or to return the property, CCS will provide a program of voluntary work for the minor in lieu of the payment of monetary damages. Upon completion of the voluntary work, the scholar's grades and diploma will be released.
5. If a scholar and/or a learning coach makes the decision to withdraw from CCS prior to the end of the semester, they are automatically forfeiting their right to a letter grade for any courses still in progress, and will receive a withdrawn (W) on their ~~transcript. Any~~transcript.
6. Any coursework completed for courses still in progress during a withdrawal will be lost, and cannot be transferred to a new academic institution. If the course has been 100% completed and letter grade provided by the instructor, the scholar will be awarded the credits earned. Please contact your counselor before you choose to withdraw from CCS.

~~Involuntary Removal Process~~¶

~~No scholar shall be involuntarily removed by the Charter School for any reason unless the parent or guardian of the scholar has been provided written notice of intent to remove the scholar no less than five (5) schooldays before the effective date of the action ("Involuntary Removal Notice"). The written notice shall be in the native language of the scholar or the scholar's parent or guardian or, if the scholar is a foster child or youth or a homeless child or youth, the scholar's educational rights holder. The Involuntary Removal Notice shall include the charges against the scholar and an explanation of the scholar's basic rights including the right to request a hearing before the effective date of the action. The hearing shall be consistent with the Charter School's expulsion procedures. If the scholar's parent, guardian, or educational rights holder requests a hearing, the scholar shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions or expulsions pursuant to the Charter School's suspension and expulsion policy.¶~~

~~Upon parent/guardian request for a hearing, the Charter School will provide notice of hearing consistent with its expulsion hearing process, through which the scholar has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the scholar has the right to bring legal counsel or an advocate. The notice of hearing shall be in the native language of the scholar or the scholar's parent or guardian or, if the scholar is a foster child or youth or a homeless child or youth, the scholar's educational rights holder and shall include a copy of the Charter School's expulsion hearing process.¶~~

> ~~If the parent/guardian is nonresponsive to the Involuntary Removal Notice, the scholar will be disenrolled as of the effective date set forth in the Involuntary Removal Notice. If parent/guardian requests a hearing and does~~

~~not attend on the date scheduled for the hearing~~

Tiered Re-Engagement and Involuntary Removal Policy

Aligned with Education Code §§ 51747, 51747.5, 51747.6 and Board Policies #13 and #24

Policy Overview and Purpose

Compass Charter Schools ("Compass") offers independent study as a voluntary educational alternative designed to meet the individualized needs of scholars. No scholar is required to participate in independent study. Because independent study requires consistent engagement, assignment completion, and participation in required synchronous instruction and services, Compass implements a **Tiered Re-Engagement and Independent Study Evaluation (ISE) process**.

These processes are designed to support engagement and determine program appropriateness, intended to:

- Identify and address barriers to participation
- Provide targeted supports
- Determine whether independent study remains the most appropriate educational setting

Tiered Re-Engagement and Reasons for Tiered Re-Engagement

(EC §51747(d); Board Policies #13, #24)

Tiered re-engagement is initiated when a scholar meets one or more of the following criteria:

- **Attendance Deficit**:
  Failure to generate attendance for more than 10% of required instructional time over four continuous weeks
- **Synchronous Instruction Non-Participation**:
  Failure to participate 50% or more of scheduled synchronous instruction in a school month (as applicable by grade span)
- **Master Agreement (MA) Violations**:
  Including, but not limited to:
  - More than 10% behind in course pacing or failure to complete at least 90% of assigned work in a learning period
  - Earning below 70% in one or more courses
  - Failure to complete all applicable state level assessments that apply to me, which may include: CAASPP, CAA, CAST, PFT, and ELPAC.
  - Failure to complete required benchmark assessments (e.g., STAR)
  - Failure to attend at least 90% of required Special Education services, which include all services stated on the IEP.
  - Failure to attend at least 50% of assigned intervention, resource support, or Designated ELD instruction

Tiered Re-Engagement Supports

(EC §51747(d); Board Policy #24)

Compass will implement the following supports:

- Verification and updating of contact information
- Notification to parent/guardian within one (1) school day of non-attendance or lack of participation
- Outreach to identify barriers, including referrals to health, mental health, or social services when appropriate
- A required **scholar-parent-educator conference** to:
  - Review the Master Agreement
  - Evaluate progress
  - Determine appropriate supports and next steps

Independent Study Evaluation (ISE)

(EC §51747.6; Board Policy #24)

If concerns persist after Tiered Re-Engagement, Compass will conduct an Independent Study Evaluation (ISE) to determine whether independent study remains in the scholar's best interest.

Because independent study is a voluntary program, the purpose of the ISE is to assess **program fit**, not to impose discipline.

An ISE will be initiated when:

- **Missed Assignments**:
  Failure to complete five (5) assignments within any period up to 27 school days
- **Unsatisfactory Educational Progress** (EC §51747(b)):
  Including, but not limited to:
  - Lack of achievement and engagement as indicated by performance on applicable pupil-level measures of achievement and scholar engagement.
  - Failure to participate in required synchronous instruction
  - Failure to attend required meetings or services
  - Failure to complete assignments, assessments, or other indicators that show scholar is working on assignments
  - Not learning required concepts, as determined by the supervising teacher
  - Insufficient progress toward grade-level standards or course completion as determined by the supervising teacher
  - Violations of the Master Agreement (EC §51747(g)).

Definition of Assignments: Assignments may include submitted coursework, completed learning logs, participation in synchronous instruction or live interaction, and attendance at required meetings.

ISE Process and Rights

The ISE includes a conference with all parties to the Master Agreement.

The school team will:

- Review attendance (including time value of work)
- Evaluate assignment completion and demonstration of skills
- Review grades, benchmark assessments, and standardized test data
- Assess compliance with scheduled instructional meetings and services

Parents/guardians (or educational rights holders) will:

- Be invited to participate in the conference
- Have the opportunity to present relevant information or evidence

Additional Protections (IEP/504)

(EC §51747.6; IDEA; Section 504)

For scholars with an IEP or Section 504 Plan:

- The appropriate team will convene to determine whether lack of progress is a manifestation of the scholar's disability or a failure to implement the plan
- No involuntary removal will be finalized until this determination is made

Documentation

A written record of the ISE findings will be maintained as a mandatory interim pupil record for a minimum of three (3) years.

Involuntary Removal Process

For purposes of this policy, **"involuntary removal"** includes disenrollment, dismissal, transfer, or withdrawal from Compass. It **does not include suspension or expulsion** under the school's discipline policy. An ISE must occur before determining any placement change.

Notice Requirements

(EC §51747.6(a); BP #24)

If it is determined that independent study is not in the scholar's best interest:

- A **written Notice of Intent to Remove** will be issued at least five (5) school days prior to the effective date
- The notice will:
    - Be provided in the **primary language** of the parent/guardian or educational rights holder (including for foster youth or homeless youth)
    - Clearly state the reasons for removal
    - Include a copy of the hearing process
    - Explain the right to request a hearing

Hearing Rights and Due Process

(EC §51747.6(a); Board Policy #24)

Families may request a hearing within five (5) calendar days of the notice. If a hearing is requested:

- The scholar will **remain enrolled** until a final decision is issued
- The hearing will follow procedures aligned with Compass' expulsion process

At the hearing, families have the right to:

- Present evidence and witnesses
- Review and respond to the school's evidence
- Question (cross-examine) witnesses
- Be supported by an advocate or legal counsel

If no hearing is requested, the scholar will be ~~disenrolled effective the date of the hearing~~withdrawn on the effective date listed in the notice. ¶

If ~~as a result of the hearing the scholar is disenrolled, notice will be sent to the scholar's last known district of residence within thirty (30) days.~~ a hearing is requested but not attended, the scholar may be withdrawn as of the hearing date. If there is no response to the Notice of Intent or a hearing request, the scholar will be withdrawn on the hearing date.

Final Decision and Notification

- If removal is finalized, Compass will notify the scholar's district of residence within 30 days (Board Policy #24)

- A ~~hearing~~ decision not to ~~disenroll the~~remove a scholar does not prevent ~~the Charter School from making a similar recommendation in the future should scholar truancy continue or reoccur~~Compass from reconsidering removal in the future if concerns persist or reoccur

Conditions for Return to Compass

Scholars involuntarily removed through the ISE process may request re-enrollment at the start of a subsequent school year if they:

- Enroll in another school within two (2) weeks of withdrawal
- Remain continuously enrolled until the new school year

Upon re-enrollment, scholars must:

- Participate in **Tier 2 re-engagement supports** for a minimum of 90 days (EC §51747(d); BP #13/24)
- Comply with any previously established ISE action plans
- Attend a required orientation or meeting with school staff

Statement of Intent

This policy is designed to ensure that all scholars are placed in a learning environment that best supports their **academic progress, well-being, and engagement**, consistent with California Independent Study law. Compass remains committed to working in partnership with families to support scholar success.

Parent and Family Engagement Policy

~~The Charter School~~Compass aims to provide all scholars in our school significant opportunity to receive a fair, equitable, and high-quality education, and to close educational achievement gaps while abiding by guidelines within the Elementary and Secondary Education Act (“ESEA”). ~~The Charter School~~Compass staff recognizes a partnership with families is essential to meet this goal. Our Parent and Family Engagement Policy leverages and promotes active involvement of all families as partners with schools to ensure scholar success. A copy of ~~the~~Compass Charter School’s complete Policy is available upon request in the Central Office and on the school website within the Board Policy Manual.

Employee Interactions with Scholars

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.

Corporal Punishment

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:**

1. Examples of PERMITTED actions (NOT corporal punishment)
    a. Stopping a scholar from fighting with another scholar;
    b. Preventing a scholar from committing an act of vandalism;
    c. Defending yourself from physical injury or assault by a scholar;
    d. Forcing a scholar to give up a weapon or dangerous object;
    e. 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;
    f. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.
2. Examples of PROHIBITED actions (corporal punishment)
    a. Hitting, shoving, pushing, or physically restraining a scholar as a means of control;
    b. Making unruly scholars do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment;
    c. 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 administrators. 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.

Examples of Specific Behaviors

The following examples are not an exhaustive list:

Unacceptable Staff/Scholar Behaviors (Violations of this Policy)

- Giving gifts to an individual scholar that are of a personal and intimate nature
- Kissing of any kind
- Any type of unnecessary physical contact with a scholar in a private situation
- Intentionally being alone with a scholar away from the school
- Making or participating in sexually inappropriate comments
- Sexual jokes
- Seeking emotional involvement with a scholar for your benefit
- Listening to or telling stories that are sexually oriented
- Discussing inappropriate personal troubles or intimate issues with a scholar in an attempt to gain their support and understanding
- Becoming involved with a scholar so that a reasonable person may suspect inappropriate behavior
- Driving scholars (see policy herein)
- Discussing personal, religious, and/or political beliefs with scholars

Unacceptable Staff/Scholar Behaviors without Parent and Supervisor Permission

(These behaviors should only be exercised when a staff member has parent and Supervisor permission.)

- Giving scholars a ride to/from school or school activities.
- Being alone in a room with a scholar at school with the door closed.
- 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 a better practice or behavior. Staff members should inform their supervisor of the circumstance and occurrence prior to or immediately after the occurrence.)

- Being alone in a room with a scholar at school with the door closed. The only exception to this rule is if it is required for special educational purposes, related to a scholar's Individual Education Plan (IEP). The School Psychologist or employee working in the Special Education Department must have written permission from the scholar's guardian.
- Remarks about the physical attributes or development of anyone.
- Excessive attention toward a particular scholar.
- Sending emails, text messages or letters to scholars if the content is not about school activities.

Acceptable and Recommended Staff/Scholar Behaviors

- Getting parents' written consent for any after-school activity.
- Obtaining formal approval to take scholars off school property for activities such as field trips or competitions.
- E-mails, text, phone and instant messages to scholars must be very professional and pertaining to school activities or courses (Communication should be limited to school technology.)
- Keeping the door open when alone with a scholar.
- Keeping reasonable space between you and your scholars.
- Stopping and correcting scholars if they cross your own personal boundaries.
- Keeping parents informed when a significant issue develops about a scholar.
- Keeping after-course discussions with a scholar professional and brief.
- Asking for advice from fellow staff or Administrators if you find yourself in a difficult situation related to boundaries.
- Involving your supervisor if conflict arises with the scholar.
- Informing your supervisor or the Superintendent & CEO about situations that have the potential to become more severe.
- Making detailed notes about an incident that could evolve into a more serious situation later.
- Recognizing the responsibility to stop unacceptable behavior of scholars or coworkers.
- Asking another staff member to be present if you will be alone with any type of special needs scholar.
- Asking another staff member to be present when you must be alone with a scholar after regular school hours.
- Giving scholars praise and recognition without touching them.
- Pats on the back, high fives and handshakes are acceptable.
- Keeping your professional conduct a high priority.
- Asking yourself if your actions are worth your job and career.

Suspension and Expulsion Policy (Full Board Policy)

Board Policy #: 25

Adopted/Ratified: October 3, 2019

Revision Date: N/A

This Scholar Suspension and Expulsion Policy and Procedures have been established in order to promote learning and protect the safety and well-being of all scholars at CCS. In creating this policy, CCS has reviewed Education Code Section 48900 et seq. which describes the offenses for which scholars at non-charter schools' may be suspended or expelled and the procedures governing those suspensions and expulsions in order to establish its list of offenses and procedures for suspensions, expulsions, and involuntary removal. The language that follows is largely consistent with the language of Education Code Section 48900 et seq. CCS is committed to annual review of policies and procedures surrounding suspensions, expulsions, and involuntary removals, and, as necessary, modification of the lists of offenses for which scholars are subject to suspension, expulsion or involuntary removal.

Consistent with this Policy, it may be necessary to suspend or expel a scholar from CCS. This shall serve as CCS' policy and procedures for scholar suspension, expulsion, and involuntary removal, and it may be amended from time to time without the need to seek a material revision of the charter so long as the amendments comply with legal requirements.

Charter School staff shall enforce disciplinary policies and procedures fairly and consistently among all scholars. This Policy and its Procedures will be printed and distributed annually as part of the Scholar Handbook which will clearly describe discipline expectations.

Discipline includes but is not limited to advising and counseling scholars. 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 school property.

CCS administration shall ensure that scholars and their parents/guardians are notified in writing upon enrollment of all discipline and involuntarily removal policies and procedures. The notice shall state that this Policy and its Procedures are available upon request at the Superintendent/CEO's office..

Suspended or expelled scholars shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A scholar identified as an individual with disabilities or for whom CCS has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA") or who qualifies under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to regular education scholars except when federal and state law requires additional or different procedures. CCS will follow all applicable federal and state laws, including, but not limited to, the IDEA, Section 504, the applicable provisions of the Education Code, and their implementing regulations, when imposing any form of discipline on a scholar identified as an individual with disabilities, for whom CCS has a basis of knowledge of a suspected disability, or who is otherwise qualified for such services or protections in according due process to such scholars.

No scholar shall be involuntarily removed by the Charter School for any reason unless the parent/guardian of the scholar has been provided written notice of intent to remove the scholar no less than five (5) schooldays before the effective date of the action. The written notice shall be in the native language of the scholar or the scholar's parent/guardian or, if the scholar is a foster child or youth or a homeless child or youth, the scholar's educational rights holder, and shall inform the scholar, the scholar's parent/guardian, or educational rights holder of the basis for which the scholar is being involuntarily removed and the scholar's parent/guardian, or educational rights holder's right to request a hearing to challenge the ~~involuntarily~~involuntary removal. If a scholar's parent's parent, guardian, or educational rights holder requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the scholar. If the scholar's parent, guardian, or educational rights holder requests a hearing, the scholar shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not remove for misconduct which may be grounds for suspension or expulsion as enumerated below. Scholars may be involuntarily removed for reasons including, but not limited to, failure to comply with the terms of the scholar's independent study Master Agreement pursuant to Education Code Section 51747(c)(4).

Procedures

A. Grounds for Suspension and Expulsion of Scholars

A scholar may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; d) during, going to, or coming from a school-sponsored activity.

B. Enumerated Offenses

1. Discretionary Suspension Offenses. Scholars may be suspended when it is determined the scholar:
   a) Caused, attempted to cause, or threatened to cause physical injury to another person.
   b) Willfully used force or violence upon the person of another, except self-defense.
   c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
   d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
   e) Committed or attempted to commit robbery or extortion.
   f) Caused or attempted to cause damage to school property or private property, which includes, but is not limited to, electronic files and databases.
   g) Stole or attempted to steal school property or private property, which includes, but is not limited to, electronic files and databases.
   h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a scholar.
   i) Committed an obscene act or engaged in habitual profanity or vulgarity.
   j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
   k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. This section shall apply to scholars in any of grades 9 to 12, inclusive.
   l) Knowingly received stolen school property or private property, which includes, but is not limited to, electronic files and databases.
   m) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
   n) Harassed, threatened, or intimidated a scholar who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that scholar from being a witness and/or retaliating against that scholar for being a witness.
   o) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
   p) Engaged in, or attempted to engage in hazing. For the purposes of this policy, “hazing” means a method of initiation or preinitiation into a scholar organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective scholar. For purposes of this policy, “hazing” does not include athletic events or school-sanctioned events.

q) Made terroristic threats against school officials and/or school property, which includes, but is not limited to, electronic files and databases. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars ($1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for their immediate family's safety, or for the protection of school property, which includes, but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.

r) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This provision shall apply to scholars in any of grades 4 to 12, inclusive.

s) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in Education Code Section 233(e). This provision shall apply to scholars in any of grades 4 to 12, inclusive.

t) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a scholar or group of scholars to the extent of having the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder and invading the rights of either school personnel or volunteers and/or scholar(s) by creating an intimidating or hostile educational environment. This provision shall apply to scholars in any of grades 4 to 12, inclusive.

u) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.

v) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a scholar or group of scholars which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more scholars that has or can be reasonably predicted to have the effect of one or more of the following:

    i. Placing a reasonable scholar(defined as a scholar, including, but is not limited to, a scholar with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of his or her age with exceptional needs) or scholars in fear of harm to that scholar's or those scholars' person or property.

    ii. Causing a reasonable scholar to experience a substantially detrimental effect on their physical or mental health.

    iii. Causing a reasonable scholar to experience substantial interference with their academic performance.

    iv. Causing a reasonable scholar to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

        1. "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

            i. A message, text, sound, video, or image.

            ii. A post on a social network Internet Web site including, but not limited to:

                (a) Posting to or creating a burn page. A "burn page" means an Internet Web site

created for the purpose of having one or more of the effects as listed in subparagraph (1) above.

(b) Creating a credible impersonation of another actual scholar for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a scholar for the purpose of bullying the scholar and such that another scholar would reasonably believe, or has reasonably believed, that the scholar was or is the scholar who was impersonated.

(c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious scholar or a profile using the likeness or attributes of an actual scholar other than the scholar who created the false profile.

iii. An act of cyber sexual bullying.

(a) For purposes of this policy, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a scholar to another scholar or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

(b) For purposes of this policy, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

2. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

w) A scholar who aids or abets, as defined in Section 31 of the Penal Code Section 31, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a scholar who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to provisions a) and b), above.

x) Possessed, sold, or otherwise furnished any knife or other dangerous object of not reasonable use to the scholar unless, in the case of possession of any object of this type, the scholar had obtained written permission to possess the item from a certificated school employee, with the Superintendent or designee’s concurrence.

2. Non-Discretionary Suspension Offenses: Scholars must be suspended and recommended for expulsion when it is determined the scholar:

a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the scholar had obtained written permission to possess the item from a certificated school employee, with the Superintendent or designee’s concurrence.

b) Brandished a knife at another person

c) Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.

d) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287,

288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4.

3. Discretionary Expellable Offenses: Scholars may be recommended for expulsion when it is determined the scholar:
   a) Caused, attempted to cause, or threatened to cause physical injury to another person.
   b) Willfully used force or violence upon the person of another, except self-defense.
   c) Unlawfully possessed, used or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
   d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
   e) Committed or attempted to commit robbery or extortion.
   f) Caused or attempted to cause damage to school property or private property, which includes, but is not limited to, electronic files and databases.
   g) Stole or attempted to steal school property or private property, which includes, but is not limited to, electronic files and databases.
   h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of the scholar's own prescription products by a scholar.
   i) Committed an obscene act or engaged in habitual profanity or vulgarity.
   j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
   k) Knowingly received stolen school property or private property, which includes, but is not limited to, electronic files and databases.
   l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
   m) Harassed, threatened, or intimidated a scholar who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that scholar from being a witness and/or retaliating against that scholar for being a witness.
   n) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
   o) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a scholar organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective scholar. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.
   p) Made terroristic threats against school officials and/or school property, which includes, but is not limited to, electronic files and databases. For purposes of this policy, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars ($1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for

their own safety or for their immediate family's safety, or for the protection of school property, which includes, but is not limited to, electronic files and databases, or the personal property of the person threatened or his or her immediate family.

q) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This provision shall apply to scholars in any of grades 4 to 12, inclusive.

r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in Education Code Section 233(e). This provision shall apply to scholars in any of grades 4 to 12, inclusive.

s) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a scholar or group of scholars to the extent of having the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder and invading the rights of either school personnel or volunteers and/or scholar(s) by creating an intimidating or hostile educational environment. This provision shall apply to scholars in any of grades 4 to 12, inclusive.

t) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
    i. "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a scholar or group of scholars which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more scholars that has or can be reasonably predicted to have the effect of one or more of the following:
        1. Placing a reasonable scholar(defined as a scholar, including, but is not limited to, a scholar with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or scholars in fear of harm to that scholar's or those scholars' person or property.
        2. Causing a reasonable scholar to experience a substantially detrimental effect on their physical or mental health.
        3. Causing a reasonable scholar to experience substantial interference with their academic performance.
        4. Causing a reasonable scholar to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
    ii. "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
        1. A message, text, sound, video, or image.
            i. A post on a social network Internet Web site including, but not limited to:
                (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
                (b) Creating a credible impersonation of another actual scholar for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a scholar for the purpose of bullying the scholar and such that another scholar would reasonably believe, or has

reasonably believed, that the scholar was or is the scholar who was impersonated.

(c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious scholar or a profile using the likeness or attributes of an actual scholar other than the scholar who created the false profile.

ii. An act of cyber sexual bullying.

(a) For purposes of this policy, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a scholar to another scholar or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

(b) For purposes of this policy, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

2. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

iii. A scholar who aids or abets, as defined in Penal Code Section 31, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a scholar who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to provisions(a)-(b), above.

iv. Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the scholar unless, in the case of possession of any object of this type, the scholar had obtained written permission to possess the item from a certificated school employee, with the Superintendent or designee’s concurrence.

4) Non-Discretionary Expellable Offenses: Scholars must be recommended for expulsion when it is determined that the scholar:

a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the scholar had obtained written permission to possess the item from a certificated school employee, with the Superintendent or designee’s concurrence.

b) Brandished a knife at another person[LAC1] .

c) Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.

d) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4.

If it is determined by the Administrative Panel and/or Board of Directors that a scholar has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, onto campus or to have possessed a firearm or destructive device on campus, the scholar shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the scholar shall be provided due process rights of notice and a hearing as required in this policy.

The following terms shall have the following definitions:

The term “knife” means (A) any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing; (B) a weapon with a blade fitted primarily for stabbing; (C) a weapon with a blade longer than 3½ inches; (D) a folding knife with a blade that locks into place; or (E) a razor with an unguarded blade.

The term “firearm” means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

The term “destructive device” means any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.

C. Suspension Procedure

Suspensions shall be initiated according to the following procedures:

1. Conference
   Suspension shall be preceded, if possible, by a conference conducted by the Superintendent or designee with the scholar and his or her parent and, whenever practical, the teacher, supervisor or Charter School employee who referred the scholar to the President & CEO or designee.

   The conference may be omitted if the Superintendent or designee determines that an emergency situation exists. An “emergency situation” involves a clear and present danger to the lives, safety or health of scholars or Charter School personnel. If a scholar is suspended without this conference, both the parent/guardian and scholar shall be notified of the scholar’s right to return to school for the purpose of a conference.

   At the conference, the scholar shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense, in accordance with Education Code Section 47605(c)(5)(J)(i). This conference shall be held within two school days, unless the scholar waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a scholar for failure of the scholar’s parent or guardian to attend a conference with Charter School officials. Reinstatement of the suspended scholar shall not be contingent upon attendance by the scholar’s parent or guardian at the conference.

2. Notice to Parents/Guardians
   At the time of the suspension, the Superintendent or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a scholar is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the scholar and the date and time when the scholar may return to school. If Charter School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

3. Suspension Time Limits/Recommendation for Placement/Expulsion
   Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension.

Upon a recommendation of expulsion by the Superintendent or designee, the scholar and the scholar's guardian or representative will be invited to a conference to determine if the suspension for the scholar should be extended pending an expulsion hearing. In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the scholar or the scholar's parents, unless the scholar and the scholar's parents fail to attend the conference.

This determination will be made by the Superintendent or designee upon either of the following determinations: 1) the scholar's presence will be disruptive to the education process; or 2) the scholar poses a threat or danger to others. Upon either determination, the scholar's suspension will be extended pending the results of an expulsion hearing.

4. Homework Assignments During Suspension

In accordance with Education Code Section 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the scholar, or the affected scholar, a teacher shall provide to a scholar in any of grades 1 to 12, inclusive, who has been suspended from school for two (2) or more school days, the homework that the scholar would otherwise have been assigned.

In accordance with Education Code Section 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the scholar either upon the scholar's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the scholar's overall grade in the class.

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~~D.~~ Authority to Expel

As required by Education Code Section 47605(c)(5)(J)(ii), scholars recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the scholar should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required by law.

A scholar may be expelled either by the neutral and impartial Charter School Board of Directors following a hearing before it or by the Charter School Board of Directors upon the recommendation of a neutral and impartial Administrative Panel to be assigned by the Board of Directors as needed. The Administrative Panel shall consist of at least three members who are certificated and neither a teacher of the scholar nor a member of the Charter School Board of Directors. Each entity shall be presided over by a designated neutral hearing chairperson. The Administrative Panel may recommend expulsion of any scholar found to have committed an expellable offense, and the Board of Directors shall make the final determination.

E. Expulsion Procedures

Scholars recommended for expulsion are entitled to a hearing to determine whether the scholar should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Superintendent or designee determines that the scholar has committed an expellable offense and recommends the scholar for expulsion.

In the event an Administrative Panel hears the case, it will make a recommendation to the Governing Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all scholar confidentiality rules under FERPA) unless the scholar makes a written request for a public hearing in open session three (3) days prior to the date of the scheduled hearing.

Written notice of the hearing shall be forwarded to the scholar and the scholar's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the scholar. The notice shall include:

1. The date and place of the expulsion hearing
2. A statement of specific facts, charges and offenses upon which the proposed expulsion is based
3. A copy of CCS' disciplinary rules which relate to the alleged violation
4. Notification of the scholar's and/or parent/guardian's obligation to provide information about the scholar's status at the school to any other school district or school to which the scholar seeks enrollment
5. The opportunity for the scholar and/or the scholar's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor
6. The right to inspect and obtain copies of all documents to be used at the hearing
7. The opportunity to confront and question all witnesses who testify at the hearing
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the scholar's behalf including witnesses

F. Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

CCS may, upon finding a good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations which shall be examined only by the Charter School or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the scholar.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of their right to (a) receive five (5) days' notice of their scheduled testimony, (b) have up to two (2) adult support persons of their choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
2. CCS must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
3. At the discretion of the entity conducting the hearing, the complaining witness shall be allowed periods of relief from examination and cross- examination during which the complaining witness may leave the hearing room.
4. The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
5. The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours the complaining witness is normally in school, if there is no good cause to take the testimony during other hours.
6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany the complaining witness to the witness stand.
7. If one or both of the support persons is also a witness, CCS must present evidence that the witness' presence is both desired by the witness and will be helpful to CCS. The person presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining

witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising their discretion to remove a person from the hearing whom they ~~believes~~believe is prompting, swaying, or influencing the witness.

8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in the public at the request of the scholar being expelled, the complaining witness shall have the right to have their testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are not alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing by means of closed-circuit television.
10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the entity conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstances can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

G. Record of Hearing

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

H. Presentation of Evidence

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the scholar committed an expellable offense.

Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay, and sworn declarations may be admitted as testimony from witnesses of whom the Board or Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the accused scholar, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

I. The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board of Directors, which will make a final determination regarding the expulsion. The Board of Directors shall make the final determination regarding the expulsion within ten (10) school days following the conclusion of the hearing. The decision of the Board of Directors is final.

If the Administrative Panel decides not to recommend expulsion, or the Board of Directors ultimately decides not to

expel, the scholar shall immediately be returned to their previous educational program.

J. Written Notice to Expel

The Superintendent or designee, following a decision of the Board of Directors to expel, shall send written notice of the decision to expel, including the Board of Directors' adopted findings of fact, to the scholar or parent/guardian. This notice shall also include the following: (a) Notice of the specific offense committed by the scholar; and (b) Notice of the scholar's or parent/guardian's obligation to inform any new district in which the scholar seeks to enroll of the scholar's status with the Charter School.

The Superintendent or designee shall send a copy of the written notice of the decision to expel to the chartering authority. This notice shall include the following: (a) The scholar's name; and (b) The specific expellable offense committed by the scholar.

K. Disciplinary Records

CCS shall maintain records of all scholar suspensions and expulsions at the Charter School. Such records shall be made available to the chartering authority upon request.

L. No Right to Appeal

The scholar shall have no right of appeal from expulsion from CCS as the CCS Board of Directors' decision to expel shall be final.

M. Expelled scholars/Alternative Education

Parents/guardians of scholars who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. CCS shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.

N. Rehabilitation Plans

Scholars who are expelled from CCS shall be given a rehabilitation plan upon expulsion as developed by the Board of Directors at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the scholar may reapply to CCS for admission.

O. Readmission or Admission of a Previously Expelled Scholar

The decision to readmit a scholar after the end of the scholar's expulsion term or to admit a previously expelled scholar from another school district or charter school who has not been readmitted/admitted to another school or school district at the end of the scholar's expulsion term, shall be in the sole discretion of the Board of Directors following a meeting with the Superintendent or designee and the scholar and parent/guardian or representative to determine whether the scholar has successfully completed the rehabilitation plan and to determine whether the scholar poses a threat to others or will be disruptive to the school environment. The Superintendent or designee shall make a recommendation to the Board of Directors following the meeting regarding his or her determination. The Board shall then make a final decision regarding readmission during the closed session of a public meeting, reporting out any action taken during closed session consistent with the requirements of the Brown Act. The scholar's readmission is also contingent upon the CCS' capacity at the time the scholar seeks readmission or admission to the Charter School.

P. Notice to Teachers

The Charter School shall notify teachers of each scholar who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

Q. Involuntary Removal for Truancy

In accordance with Education Code Section 51747 and the Charter School's Board policy on independent study, after five (5) missed assignments, an evaluation is held to determine whether it is in the best interest of the scholar to remain in independent study. If it is determined that it is not in the scholar's best interest to remain in independent study, the Charter School may involuntarily remove the scholar after the Charter School follows the requirements of the Missed Assignment Policy and only after providing notice and an opportunity for a parent, guardian, educational rights holder to request a hearing prior to any involuntary removal as forth herein. scholars who are involuntarily removed for truancy shall be given a rehabilitation plan and shall be subject to the readmission procedures set forth herein.

R. Special Procedures for the Consideration of Suspension and Expulsion of Scholars with Disabilities

1. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of scholar conduct, CCS, the parent/guardian, and relevant members of the IEP/504 Team shall hold a manifestation determination for the purpose of reviewing all relevant information in the scholar's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If the IEP/504 Team determines that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability, the IEP/504 Team shall:

a. Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
c. Return the child to the placement from which the child was removed, unless the parent/guardian and CCS agree to a change of placement as part of the modification of the behavioral intervention plan.

The Superintendent or designee may remove a scholar to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the scholar's disability in cases where a scholar:

a. Carries or possesses a weapon, as defined in 18 U.S.C. Section 930, to or at school, on school premises, or to or at a school function;
b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
c. Has inflicted serious bodily injury, as defined by 20 U.S.C. Section 1415(k)(7)(D), upon a person while at

school, on school premises, or at a school function.

If the IEP/504 Team determine that the behavior was not a manifestation of the scholar's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then CCS may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to scholars without disabilities.

2. Interim Alternative Placement ¶

Any Scholar with special needs who is removed from their educational placement for more than 10 days consecutive (suspensions) or demonstrates a pattern of removals that equals more than 10 days in or a school year shall continue to receive services so as to enable the scholar to continue to participate in the general education curriculum and progress toward their goals and objective in an interim alternative setting.

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3. Due Process Appeals

When an appeal relating to the placement of the scholar or the manifestation determination has been requested by either the parent/guardian or CCS, the scholar shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 U.S.C. Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, unless the parent/guardian and CCS agree otherwise.

In such an appeal, a hearing officer may: (1) return a child with a disability to the placement from which the child was removed; or (2) order a change in placement of a child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of such child is substantially likely to result in injury to the child or to others.

4. Procedures for Scholars Not Yet Eligible for Special Education Services

A scholar who has not been identified as an individual with disabilities pursuant to IDEA and who has violated CCS' disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if CCS had knowledge that the scholar was disabled before the behavior occurred.

CCS shall be deemed to have knowledge that the scholar had a disability if one of the following conditions exists:

a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to CCS supervisory or administrative personnel, or to one of the child's teachers, that the scholar is in need of special education or related services.
b. The parent/guardian has requested an evaluation of the child.
c. The child's teacher, or other CCS personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other CCS supervisory personnel.

If CCS knew or should have known the scholar had a disability under any of the three (3) circumstances described above, the scholar may assert any of the protections available to IDEA-eligible children with disabilities, including the right to stay-put.

If CCS had no basis for knowledge of the scholar's disability, it shall proceed with the proposed discipline. CCS

shall conduct an expedited evaluation if requested by the parent/guardian; however, the scholar shall remain in the education placement determined by CCS pending the results of the evaluation.

CCS shall not be deemed to have knowledge that the scholar had a disability if the parent/guardian has not allowed an evaluation, refused services, or if the scholar has been evaluated and determined to not be eligible.

Right to Refrain from Harmful Use of Animals

Students with a moral objection to dissecting or otherwise harming animals may opt out of such activities by notifying the school of their objection.

Firearm Safety Memorandum

To: Parents and Guardians of Scholars in the Compass Charter Schools

From: Elizabeth Brenner

Subject: California Law Regarding Safe Storage of Firearms

Compass Charter Schools holds the safety of its scholars as its primary priority and responsibility. The purpose of this memorandum is to inform and to remind parents and legal guardians of all scholars in Compass Charter Schools of their responsibilities for keeping firearms out of the hands of children as required by California law. There have been many news reports of children bringing firearms to school. In many instances, the child obtained the firearm(s) from his or her home. These incidents can be easily prevented by storing firearms in a safe and secure manner, including keeping them locked up when not in use and storing them separately from ammunition.

To help everyone understand their legal responsibilities, this memorandum spells out California law regarding the storage of firearms. Please take some time to review this memorandum and evaluate your own personal practices to assure that you and your family are in compliance with California law.

California makes a person criminally liable for keeping a loaded firearm, under their custody and control, where that person knows or reasonably should know that a child is likely to gain access to the firearm without the permission of the child's parent or legal guardian and the child obtains access to the firearm and thereby: (1) causes death or great bodily injury to the child or any other person; (2) carries the firearm to a public place, including to any preschool or school grades kindergarten through twelfth grade, including to any school-sponsored event, activity, or performance; or (3) brandishes a firearm to others. The criminal penalty may be greater if someone dies or suffers great bodily injury as a result of the child gaining access to the firearm.

As of 2014, California makes a person criminally liable if they negligently store or leave any loaded firearm on their premises where a child is likely to gain access to it—regardless of whether or not the child brings the gun to a public

place.

A parent or guardian may also be civilly liable for damages resulting from the discharge of a firearm by that person's child or ward. These damages may be up to $30,000 per victim.

Note: Gun owners may avoid criminal liability under California Penal Code Section 25100 by keeping their firearm in a locked container or secured with a locking device that renders the firearm inoperable. 3

Thank you for helping to keep our children and schools safe. Remember that the easiest and safest way to comply with the law is to keep firearms in a locked container or secured with a locking device that renders the firearm inoperable.

Sincerely,¶

~~Elizabeth Brenner~~¶

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Elizabeth Brenner

Technology Acceptable Use Policy

SCHOLAR POLICY

Board Policy #37: ~~Scholar use of Technology~~SCHOLAR USE OF TECHNOLOGY POLICY
Adopted/Ratified: October 3, 2019
Revision Date: ~~June 12th, 2023~~March 10, 2026

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~~Compass Charter Schools (CCS) further recognizes that Artificial Intelligence (AI) tools—such as chatbots, image generators, and writing assistants—can enhance teaching and learning when used appropriately while also introducing new risks to academic integrity and data privacy. Further, CCS offers scholars access to technologies that may include ~~reimbursement of Internet access, electronic mail~~e-mail and video conferencing, and equipment, such as computers, tablets, or other multimedia hardware. CCS also offers an Internet Service Provider (ISP) limited reimbursement program to support families in need of Internet access for their scholar's education. 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 Charter School equipment and access to the Internet via Charter School equipment and resource networks is intended to serve and pursue educational goals and purposes. Scholar use of the Internet is therefore limited to only those activities that further or enhance the delivery of education. Scholars and 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, Charter School approved personal research activities, or other purposes as defined by the Charter School 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., also referred to as the Acceptable Use Policy

Notice and Use

The Charter School shall notify scholars and parents/guardians about authorized uses of Charter School computers, user obligations and responsibilities, and consequences for unauthorized use and/or unlawful activities.
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Before a scholar is authorized to use the Charter School's technological resources, the scholar and his/her parent/guardian shall sign and return the Acceptable Use Agreement specifying user obligations and responsibilities. In that agreement, the scholar and his/her parent/guardian shall agree not to hold the Charter School or any Charter School staff responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes or negligence. They shall also agree to indemnify and hold harmless the Charter School and Charter School personnel for any damages or costs incurred.
¶

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. To this end, CCS applies browser-level content filters that operate whenever a scholar is using a Compass or personal device while logged in using their school-issued Compass email address (e.g., Compass' Google Docs, YouTube). To ensure compliance, scholars using a personal device should be logged into the Chrome browser using a Chrome Profile with their school-issued email account. While the Charter School is able to exercise reasonable control over content created and purchased by the Charter School, it has limited¶
control over content accessed via the internet and no filtering system is 100% effective. Neither the Charter 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.

To reinforce these measures, the Superintendent & CEO or designee shall implement rules and procedures designed to restrict scholars' access to harmful or inappropriate matter on the Internet and to ensure that scholars do not engage in unauthorized or unlawful online activities. CCS specifically monitors scholar devices and accounts to ensure compliance with academic integrity, digital safety, and data privacy standards regarding AI, VPNs, and other emerging technologies. 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~~spaces, use of AI tools, video conferencing, 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 or in any AI platform, 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. Scholars are expected to follow safe practices when using Charter School technology.¶
¶
~~Scholars~~

The Superintendent & CEO or designee shall provide age-appropriate instruction regarding safe, ethical and appropriate behavior for usage of AI tools and resources. This instruction includes AI literacy, helping scholars understand how AI works, its ethical implications, its appropriate and honest use, and how to critically evaluate AI-generated content for bias or inaccuracies. CCS intends for AI to be used as a helper or tool to support personalized learning and critical thinking, when appropriate, and not as a substitute for a scholar's own thinking or independent learning.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, other scholars, 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.

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. and reserves the right to restrict or block access to certain AI tools or websites without prior notice when necessary to protect scholars or maintain educational integrity

The Superintendent & CEO or designee shall oversee the maintenance of the Charter 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.
¶

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. Scholars who violate these policies and rules may have their computer privileges limited and may be subject to discipline, including but not limited to suspension or expulsion per school policy.

~~ACCEPTABLE USE AGREEMENT~~¶

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Acceptable Use Agreement (Acceptable Use Policy)

The Charter School believes that providing access to technology enhances the educational experience for scholars. However, scholar use of Charter School 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:

1. **Security.** Scholars and staff shall not impair the security of Charter School technology resources. Scholars and staff are expected to:
   Use a school-approved multi-factor or two-factor authentication (MFA or 2FA) system when logging in to their school accounts in order to keep their accounts safe and secure (e.g., Clever MFA).

   Login to the school-approved single sign-on (SSO) system in order to access the apps/websites they use for school ~~(versus accessing these website URLs directly) unless the Charter School communicates otherwise (e.g., Clever SSO)~~, including but not limited to, Clever SSO, Google applications, YouTube.

   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.
   ~~Access technology only with their account or with a shared account as~~Scholars should only access technologies and web services with their school-issued account unless otherwise directed by ~~their~~ a Compass teacher and ~~not to~~should not 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 Compass Charter School technology resources when directed by a teacher, when technology has been designated for open scholar use (e.g., computers in the library), and for other educational purposes.
   Only use Compass-approved AI tools to ensure adherence to data privacy standards.
3. **Protection Measures.** While the Charter School is able to exercise reasonable control over content created and purchased by the Charter School, it has limited control over content accessed via the internet ~~and~~as no filtering system is 100% effective. Families are encouraged to remain engaged in monitoring their scholar's online activities, as system monitoring and filtering effectiveness depends partly on how accurately content creators label their videos and web content. Neither the Charter 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. The scholar and parent agree not to hold the Charter School or any Charter School 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.** Charter 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 Charter School equipment without the permission of ~~a teacher~~an educational facilitator or other authorized Charter 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~~anyone, including but not limited to scholars, staff and the Compass community;including but not limited to using technology or AI tools to impersonate, harass, intimidate, bully or otherwise disrupt the educational process.
   g. Using AI to generate, edit, or answer assignments or test questions when prohibited is considered academic dishonesty and will result in disciplinary action.
   h. Failing to disclose the use of AI in academic work or failing to properly cite AI-generated content.
   i. Engaging in Compass school work or activities without using Compass log in credentials (e.g., scholar email).
   j. Conducting for-profit business.
   k. Using hacking tools on the network or intentionally introducing malicious code or viruses into the Charter School's network.
   l. Using any software or proxy service to obscure either the scholar's IP address or the sites that the scholar visits.
   m. Disabling, bypassing, or attempting to disable or bypass any system monitoring, filtering or other security measures.
   n. Accessing or attempting to access material or systems on the network that the scholar is not authorized to access.

o. Education Code section 43503(d)(2) prevents third party recordings, such as those created by parents and students. Should these third parties want to record distance learning lessons, they must obtain consent from CCS prior to doing so.

5. **No Expectation of Privacy.** ~~Scholar acknowledges~~All users acknowledge that computer equipment, Internet access networks, email accounts, and any other technology resources are owned by Charter School and provided to scholars for educational purposes. The Charter 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 Charter School reserves the right to access stored computer records and communications, files, and other data stored on Charter School equipment or sent over Charter School networks. 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. **Third Party Applications.** The Charter School may partner with various third party technology and software vendors (e.g., apps) to provide scholars and families with services to support their education. As part of their scholar's enrollment, parents and guardians agree to support and help monitor their scholar's use of these technologies. As with all other technologies provided by the school, scholars and families are expected to utilize these apps for educational purposes only. Additionally, while the Charter School makes dedicated efforts to independently evaluate all third party services provided to scholars and families, the Charter School is not responsible for the failures or actions associated with such 3rd party technology service providers.~~ ¶

~~Some examples of 3rd party apps or services that scholars will have access to may include but are not limited to the following. Note that this list may be updated at any time if the Charter School deems it necessary.~~¶

¶

~~a. Google's Applied Digital Skills, CS First, and Arts & Culture curriculum.~~¶
~~b. The Chrome Web Store and Google Play Store to access school-approved extensions or apps.~~¶
~~c. Chrome Remote Desktop to receive tech support from our IT Team.~~¶
~~d. Google Translate, Bookmarks, and Books to access texts and bookmark instructional content on the web.~~¶
~~e. Google Groups and G Chat to communicate with teachers, school staff, and classmates.~~¶
~~f. Google Earth and My Maps to support topography, history, and geography lessons.~~¶
~~g. Zoom and YouTube to access instructional video content.~~¶
~~h. FigJam to support collaborative instructional tools like whiteboards and graphic organizers.~~¶
~~i. (For Options Scholars) Amazon Business to place orders for approved instructional materials through OPS.~~¶
¶

~~7. **Disruptive Activity.** Scholars should not intentionally interfere with the performance of the Charter School's network or intentionally damage any Charter School technology resources.~~
¶

~~8. **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.~~
¶

~~9. **Consequences of Inappropriate Use.** Scholars~~Users 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.

¶

10. **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.

¶

After reading the Scholar Use of Technology Policy and the Acceptable Use Agreement, please complete this form to indicate that you agree with the terms and conditions provided. The signature of both the scholar and parent/guardian are mandatory before access may be granted to the technologies available. This document, which incorporates the Acceptable Use Procedure, reflects the entire agreement and understanding of all parties.¶

¶

As a user of Charter School technologies, I have read Scholar Use of Technology Policy and hereby agree to comply with it and the Acceptable Use Agreement.¶

¶

11. I understand that computer**Cybersecurity, Internet Safety, and Scholar Well-Being Reporting.** Scholars, parents/guardians, and staff should promptly report concerns related to online safety, technology use, or scholar well-being. Concerns involving scholar conduct, cyberbullying, inappropriate online interactions, or social-emotional well-being should be reported to the scholar's supervising teacher or a school counselor. Concerns involving internet safety or technology security—such as suspected hacking, phishing attempts, viruses, malware, or compromised accounts—should be reported to the school's Information Technology department at helpdesk@compasscharters.org. Reports made in good faith will be addressed in accordance with applicable school policies and procedures.

I understand that school computer, Internet and technology use is a privilege and not a right. I understand that if I violate this policy in any way, I will may be subject to a referral and possible suspensionreferral to the school's disciplinary process, which may result in suspension or removal. I understand that the parent or guardian of a minor scholar shall be liable for the replacement cost for property the Charter School loaned to the scholar that the scholar fails to return or that is willfully cut, defaced or otherwise damaged, up to an amount not to exceed ten thousand dollars ($10,000), adjusted annually for inflation. When the minor and parent are unable to pay for the damages, the Charter School will provide a program of voluntary work for the minor in lieu of the payment of monetary damages. A scholar over the age of majority shall be liable for the same. (Ed. Code 48904).

Signing the master agreement and acknowledgement of responsibilities, indicates full acknowledgement and agreement to the terms and conditions provided in this acceptable use agreement policy which is mandatory before access may be granted to Compass technologies. This document, which incorporates the Use Procedure, reflects the entire agreement and understanding of all parties.

Renaissance

See Every Student.

Quote Summary For Compass Charter Schools

Renaissance is pleased to offer Compass Charter Schools solutions designed to accelerate learning for children of all ability levels. The solution custom suited to your teachers and students is made of the following: 01-Aug-2026 – 31-Jul-2027

- ***Products***

- Custom Data Integration Maintenance - 1
- Nearpod Instructional Suite 1875
- Nearpod English Learner Program 1875
- Nearpod 21st Century Readiness Program (Custom) 1875
- Flocabulary Plus 1875
- Freckle ELA Student Subscription 1875
- Freckle Math Student Subscription 1875
- Freckle Science Student Subscription 1875
- Freckle Social Studies Student Subscription 1875
- Star Comprehensive Suite with SAEBRS 2300
- Annual All Product Renaissance Platform -3
- Lalilo Subscription 200
- Accelerated Reader 310
- (Broken down by area San Diego 100, Yolo 100 and LA 110)
- Educlimber 2400

Quote Summary
Quote Numbers: 403345 + 464420 +319668
Student Count: 2300
Building Count: 3
Total Cost $143,669.04

**Pricing is based on the quantities ordered per product. If quantities change, pricing will also change. Additional per student subscriptions added mid-term will be invoiced based on the remaining term of the subscription.*

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- acknowledges that the Person signing this Quote is authorized to do so;
- agrees that this Quote, any other quotes issued to Customer during the Subscription Period, and Customer and its Authorized Users' access to and use of the Products and Services are subject to the Renaissance Terms of Service and License located at https://doc.renlearn.com/KMNet/R62416.pdf which are incorporated herein by reference;
- acknowledges receipt of the Notice of Renaissance's Practices Relating to Children's Online Privacy https://docs.renaissance.com/R63870 directed to you as the school official responsible for authorizing the use of the Renaissance Products and Services in the educational context; and,
- consents on behalf of parents/legal guardians to the collection, use, and disclosure of the personal information of children under the age of 13 with respect to use of the Renaissance Products and Services, as described in Renaissance's Children's Online Privacy Notice https://docs.renaissance.com/R63871

To accept this offer and place an order, please sign and return this Summary.
Renaissance will issue an invoice for this Quote on the earlier of (a) the date You specify below, or (b) the day before Your Subscription Period starts (Invoice Date). If You require a purchase order, You agree to provide one to Renaissance at least 15 days before the Invoice Date. You also agree to pay the invoice within 30 days of the Invoice Date.

Please check here if your organization requires a purchase order prior to invoicing: [ ]

Renaissance Learning, Inc.	
By: Ted Wolf	**By:**
Name: Ted Wolf	**Name:**
Title: Senior Vice President Global Controller	**Title:**
Date:	**Date:**
	Invoice Date:

Email: electronicorders@renaissance.com

If your billing address is different from the address at the top of this Quote, please add that billing address below.

Bill To:

All quotes and orders are subject to availability of merchandise. This Quote is valid for 60 days from the date under Renaissance's signature. Professional Development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ('TPT'). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

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Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply. Starting July 1, 2021, New Mexico requires sellers to collect tax on the state and local rate. This varies depending on the city and county.

Students can become their most amazing selves—only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom—transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

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Quote Summary

Compass Charter Schools - 6941085

Renaissance is pleased to offer Compass Charter Schools solutions designed to accelerate learning for children of all ability levels. The solution custom suited to your teachers and students is made of the following:

- Products (8/1/2026 - 7/31/2027)
  - EduClimber, Software License (2400 quantity)
  - Champions Academy Package
  - System Management Workshop
  - EduClimber Onboarding
  - Custom Data Integration (1)
  - Nearpod Instructional Suite (1875 quantity)
  - Nearpod English Learner Program (1875 Quantity)
  - Nearpod 21st Century Readiness Program (custom) (1875 Quantity)
  - Freckle ELA/Math/Science/Social Studies (1875 Quantity)
  - Star Comprehensive Suite with SAEBRS (2300 Quantity)
  - Platform (3)
  - Lalilo (200 Quantity)
  - Flocabulary Plus (1875 Quantity)

Costs:

Quote Summary
Quote Numbers: Q-319668 v 10 + Q-403345 v 4
Student Count: 2,400
Cost: $109,298.80 + $32,970.24
Total Cost: $142,269.04

**Pricing is based on the quantities ordered per product. If quantities change, pricing will also change. Additional per student subscriptions added mid-term will be invoiced based on the remaining term of the subscription.*

By signing below, Customer:

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- agrees that this Quote, any other quotes issued to Customer during the Subscription Period, and Customer and its Authorized Users' access to and use of the Products and Services are subject to the Renaissance Terms of Service and License located at https://doc.renlearn.com/KMNet/R62416.pdf which are incorporated herein by reference;

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- acknowledges receipt of the Notice of Renaissance's Practices Relating to Children's Online Privacy https://docs.renaissance.com/R63870 directed to you as the school official responsible for authorizing the use of the Renaissance Products and Services in the educational context; and,
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Please check here if your organization requires a purchase order prior to invoicing: [ ]

Renaissance Learning, Inc.	
By: 	**By:**
Name: Ted Wolf	**Name:**
Title: Senior Vice President Global Controller	**Title:**
Date:	**Date:**
	Invoice Date:

Email: electronicorders@renaissance.com

If your billing address is different from the address at the top of this Quote, please add that billing address below.

Bill To:

All quotes and orders are subject to availability of merchandise. This Quote is valid for 60 days from the date under Renaissance's signature. Professional Development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

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Coversheet

Approval of the March 10, 2026 Regular Meeting Minutes

Section: II. Consent Items
Item: B. Approval of the March 10, 2026 Regular Meeting Minutes
Purpose: Approve Minutes
Submitted by:
Related Material:
Minutes for Meeting of the Compass Board of Directors on March 10, 2026

DRAFT

Compass Charter Schools

Minutes

Meeting of the Compass Board of Directors

Date and Time
Tuesday March 10, 2026 at 6:00 PM

Location
This meeting will be held virtually through Zoom.

Participants are able to view the meeting from a computer, tablet or smartphone.

Please click the link below to join the webinar:
https://compasscharters-org.zoom.us/j/81949864888

Hampton Inn & Suites Agoura Hills; 30255 Agoura Road; Agoura Hills CA 91301; Lindero Room
Doubletree by Hilton Hotel Carson; 2 Civic Plaza Drive; Carson, CA 90745; Executive Boardroom
DoubleTree by Hilton Campbell – Pruneyard Plaza; 1995 South Bascom Avenue; Campbell, CA 95008; Vineyard Room, 1st Floor
2540 Huntington Drive, Suite 107; San Marino, CA 91108
1965 Del Ciervo Place; 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.

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 Tuesday Mar 10, 2026 at 6:07 PM.

B. Record Attendance

II. Consent Items

A. Consent Items

T. Arnett made a motion to approve the Consent Items.
C. Riley seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

B. Approval of January 27, 2026 Regular Meeting Minutes

T. Arnett made a motion to approve the minutes from Meeting of the Compass Board of Directors on 01-27-26.
C. Riley seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

C. Approval of the February 10, 2026 Special Meeting Minutes.

T. Arnett made a motion to approve the minutes from Special Meeting of the Compass Board of Directors on 02-10-26.
C. Riley seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

D. Approval of the February 19, 2026 Special Meeting Minutes.

T. Arnett made a motion to approve the minutes from Special Meeting of the Compass Board of Directors on 02-19-26.
C. Riley seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

III. Public Comment

A.

Public Comment

A member of the public made a public comment asking for Board Members to consider how requested changes to policies can affect the families attending Compass Charter Schools.

IV. Communications

A. Board Member Communication

Ms. Herrod shared news of her son's University acceptance.
Bill Stinde announced he will be leaving the Board at the end of this school year due to his moving out of the State.

B. Parent Advisory Council Update

Ms. Herrod spoke briefly on the Parent Advisory Council report.

C. Scholar Leadership Council Report

Ms. Grihma discussed highlights of the February Scholar Leadership Council meeting.

V. Scholar Spotlight

A. Scholar Spotlight

There was no discussion of the Scholar Spotlight.

VI. Operations Division

A. Division Update

Ms. Gamez announced a new eSports League at Compass.

B. FY26 2nd Interim Budget Presentation

Ms. Gamez briefly spoke regarding the Interim Budgets.

C. CCS LA: FY26 2nd Interim Budget Report

T. Arnett made a motion to approve the CCS LA: FY26 2nd Interim Budget Report.
T. Christopher seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

T. Christopher	Aye
H. Hardy	Aye
W. Stinde	Aye
C. Riley	Aye

Roll Call

M. Clark	Aye
T. Arnett	Aye
S. Herrod	Aye

D. CCS SD: FY26 2nd Interim Budget Report

M. Clark made a motion to approve the CCS SD: FY26 2nd Interim Budget Report.
H. Hardy seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

E. CCS YOLO: FY26 2nd Interim Budget Report

H. Hardy made a motion to approve the CCS YOLO: FY26 2nd Interim Budget Report.
S. Herrod seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

F. Adoption of the annual independent auditor for the 2026 audit year

T. Arnett made a motion to approve the adoption of the annual independent auditor for the 2026 audit year.
T. Christopher seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

Roll Call

T. Arnett	Aye

G. Enrollment Capacity Resolution

M. Clark made a motion to approve the Enrollment Capacity Resolution.
C. Riley seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

VII. Academic Services

A. Academic Division Updates

Mr. Cohen gave a brief overview of the Academic Division Update.

B. Annual Survey Responses on LCAP goals

Mr. Cohen discussed a few of the results of the Annual Survey. Board members asked questions regarding some of the parent responses.

C. Board Policy #37: SCHOLAR USE OF TECHNOLOGY POLICY

T. Arnett made a motion to approve Board Policy#37: Scholar Use of Technology Policy.
H. Hardy seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

W. Stinde made a motion to reorder the agenda to accommodate the availability of the Board Workshop presenter, with the remaining items to resume following the Workshop.
C. Riley seconded the motion.
When the Board Workshop is over, the items will continue in order.
The board **VOTED** to approve the motion.

Roll Call

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

D. Continued Board Workshop

AGENDA REORDERED:
Fred Van Vleck led the Board through the Board Workshop session at 7:04 p.m.
The Board did not continue the development of protocols as planned. The Superintendent will meet with board members in small groups and individually to determine the next steps before the May board meeting.
The Board finished the Workshop session and moved back to the unfinished Board Agenda items, in order, at 8:20 p.m.

E. Renaissance Learning Quote

T. Arnett made a motion to approve the Renaissance Learning Quote.
T. Christopher seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

F. 2026-27 Master Agreement and Acknowledgment of Responsibilities

W. Stinde made a motion to approve the 2026-27 Master Agreement and Acknowledgment of Responsibilities.
H. Hardy seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

Roll Call

S. Herrod Aye

There was a discussion about the importance of the requirement for teachers to have visual confirmation of scholars at least one time per month to ensure scholar safety.

VIII. People Division

A. People Division Update

Sophie briefly discussed the People Division Update. Dr. Clark asked for clarification on the role of the Teacher in Residence position.

IX. Superintendent's Report

A. Superintendent's Report

AGENDA REORDERED:
Continued Board Workshop - please note this item was reordered to accommodate the presenter's schedule. Please see Section VII. Academics Division Update, Item C & D, for details.
Ms. Brenner presented highlights of the Superintendent's Report.

B. Annual Report

There were no questions regarding the Annual Report.

X. Board Business

A. New Board Member Search

The Committee will include Mr. Arnett, Ms. Herrod, and Ms. Hardy. Mr. Arnett and MS. Hardy will focus on Board Members. Ms. Herrod and Mr. Arnett interview possible Parent Representatives.
Ms. Wrigley will follow up to coordinate availability for interviews.

B. Board Member Compensation

Ms. Brenner discussed Board member Compensation.

C. Approve Changes to Bylaws

S. Herrod made a motion to approve Changes to Bylaws.
M. Clark seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

W. Stinde Abstain
H. Hardy Aye
T. Christopher Aye

Roll Call

S. Herrod	Aye
T. Arnett	Aye
M. Clark	Aye
C. Riley	Aye

D. Board Member Compensation Policy

T. Arnett made a motion to approve the Board Member Compensation Policy.
M. Clark seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

E. Superintendent's Evaluation

There was no discussion regarding the Superintendent's Evaluation.

XI. Closing Items

A. Upcoming Meetings

Next meetings:

Board of Directors Meeting: May 19, 2026, 6:00 - 8:00 p.m.
Virtual

Annual Meeting of the Board of Directors: June 13th, 2026, 10:00 a.m. - 2:00 p.m.
In person at the Carson Doubletree

B. Adjourn Meeting

T. Arnett made a motion to adjourn the meeting.
W. Stinde seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

Roll Call

H. Hardy Aye

T. Christopher Aye

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 9:07 PM.

Respectfully Submitted,
T. Wrigley

Coversheet

Parent Advisory Council Update

Section: IV. Communications
Item: B. Parent Advisory Council Update
Purpose: Discuss
Submitted by:
Related Material: Parent Advisory Council Report - March 2026 Meeting .pdf
Parent Advisory Council Report - April2026 Meeting .pdf
25-26 PAC Year Review.pptx.pdf

Parent Advisory Council Meeting - March 20, 2026

Prepared for May 19, 2026 Board Meeting

AI Summary:

Parent Survey Results Discussion: The meeting began with technical difficulties as several expected participants, including Sam, were absent due to the incorrect link listed in the reminder email. Elizabeth shared survey results and reported that out of 1,500 families, only 309 completed the survey. This was a decrease from last year's 500 responses, which she attributed to testing window timing and spring break scheduling conflicts. The discussion focused on presenting survey findings about Compass in-person field trips.

Survey Participation and Field Trip Analysis: She noted that parents who responded were likely more engaged, and suggested extending next year's survey window to increase participation. Elizabeth analyzed survey responses about field trips, finding that many responders agreed that the sign-up process was efficient and effective. She identified that 143 parents agreed or strongly agreed that their scholars could access field trips without barriers, but planned to follow up with parents who reported barriers to understand specific challenges they faced.

Orange County Accessibility Barriers Discussion: The group discussed barriers faced by families in Orange County, particularly regarding accessibility and accommodations for disabled students. Keileigh Houston raised concerns about limited programming options and transportation challenges, noting that many families cannot travel to distant locations for events like middle school graduation.

Field Trip Survey Results Review: Elizabeth identified key challenges to attending field trips that included geographic accessibility, registration capacity issues, timing conflicts, and a limited variety of trips for high school students. Elizabeth plans to follow up with the 50 families who reported barriers to field trips to better understand the specific issues they face, particularly around distance, accommodations, and sign-up processes.

Field Trip Aide Access Challenges: The group discussed challenges parents face when trying to access financial assistance for aides to accompany their children on field trips. Terry shared that many parents are unaware they can request aide support, leading them to miss opportunities or avoid field trips altogether. Elizabeth suggested changing the process to allow families to sign up first and then request accommodations later, potentially through a frequently asked questions page. The discussion highlighted the need to make the process more accessible and transparent for families with special needs children.

Special Needs Accommodations Collaboration: The group discussed accommodations for students with special needs, particularly regarding field trips and extracurricular activities. Keileigh Houston emphasized the need for better collaboration between the Special Education department and other areas, including engagement and scholar clubs. Terry suggested leveraging the CPAC resource group, which has seen growing parent participation, as a platform to strategize and address these issues. The group considered involving the engagement department in IEP processes and discussed the role of Dawn (formerly Lothinger) as the 504 coordinator.

Special Education Systems Improvement Discussion: The group discussed challenges with accommodations and communication systems for special education students. Terry shared issues with booking tickets for her son's aide, highlighting the need for clearer processes and potential system adjustments. Elizabeth acknowledged these concerns and suggested making the accommodation process more straightforward, including potentially adding a checkbox for aids on ticket applications. The discussion then shifted to parent-school communication challenges, with participants noting information overload across multiple platforms, including Parent Square, OPS, Seesaw, Clever, Student Portal, and Google Classroom. Elizabeth acknowledged the complexity of managing multiple systems and committed to working on consolidating information into a single point of access to improve communication efficiency.

High School Program Improvement Plans: Elizabeth discussed feedback from a survey about the high school program, highlighting issues with communication and structure. She explained that the program was recently revamped to include subject area experts, but this created complexity and compliance challenges. Elizabeth outlined plans to improve onboarding for new families, enhance supervising teacher support, and address technology challenges. She also mentioned requests for more field trips, clearer guidance on using funds for resources like iPads, and a need for a unified curriculum with a daily schedule.

Field Trip and Program Updates: Elizabeth discussed parent feedback about field trip accommodations and barriers, committing to follow up with parents to identify specific challenges they face. She also addressed a parent suggestion to reinstate the Accelerated Reader/Myon program, which she is investigating by exploring limited licensing options due to cost concerns. One Council member suggested implementing a more comprehensive typing program in Clever to support state testing requirements, particularly for third graders, and Elizabeth agreed to follow up with the IT department about this. The conversation ended with a discussion about whether to review survey slides, with the option to save that for the next meeting.

Parent Survey Results Review: The team reviewed parent survey results showing high LCAP alignment and program flexibility as key drivers of family success. Key challenges identified included disjointed portals, multiple logins, communication fatigue, and lengthy vendor approval processes. The team discussed solutions, including a centralized parent user interface, website revamp using Parent Square, and optimizing the balance between academic rigor and program flexibility through an improved multi-teacher framework and standardized templates.

Compass Flexible Learning Program Feedback: Keileigh and Terry provided feedback on Compass's flexible learning program, particularly regarding high school curriculum options and modified pathways. They expressed concerns about the lack of clear information about diploma pathways and modified curricula, with Terry specifically noting uncertainty about requirements like algebra for her son, who will enter high school next year. Elizabeth acknowledged these challenges and explained that the team is working to balance standards-based core curricula with flexible choices while noting the limited availability of modified curricula in the market.

Special Education Support Discussion: The meeting focused on parent concerns about special education support and training. Terry raised questions about parent conferences, teacher training on reading behaviors in virtual environments, and learning coach development. Elizabeth and Keileigh discussed existing resources like Learning Coach Academy and SELPA meetings, while acknowledging gaps in communication about available support. The group also addressed concerns about 8th-grade graduation ceremonies, with Keileigh suggesting the need for both online streaming and interactive virtual options for students who cannot attend in-person events. Elizabeth agreed to follow up on these suggestions, particularly regarding virtual graduation participation.

Parent Advisory Council Meeting - April 17, 2026

Prepared for May 19, 2026 Board Meeting

AI Summary:

Parent Suggestions and Scholarships Update: The team discussed updates on parent suggestions and scholarships. Elizabeth reported that a parent requested the return of Accelerated Reader, a program that provides feedback on reading levels through quizzes. Compass secured 100 free licenses for next year. Tami provided an update on the scholarship process, explaining that applications are currently being reviewed by the counseling team, with results expected by April 29th. The voting process for selecting winners from each charter will take place at the May 15th meeting.

PAC Process Simplification Discussion: Council members discussed simplifying the process for parents to join and get involved. Elizabeth introduced a new, less formal interest form that requires only basic information and eliminates barriers like submitting a bio or photo. The group reviewed the form and agreed it was a positive change. A member offered to share the form link in a parent group to help increase participation. Keileigh suggested creating a dedicated page in the Compass Chronicles newsletter to better highlight PAC opportunities and reduce information overload.

Parent Engagement Strategy Discussion: The group discussed ways to improve parent engagement with the PAC, including creating a parent page in the Compass Chronicle and producing short videos or podcasts to share important information. They explored the idea of structuring meetings around specific topics, such as grade levels or programs, to encourage more parent participation. Elizabeth mentioned plans to refresh the organization's framework and learner profile next year, which could help guide the structure of future meetings. The group also discussed implementing a "question of the month" or survey to gather specific feedback from parents. Fabiana asked about potential expansion into Contra Costa and hiring a new support person for the curriculum locker.

Parent Engagement Improvement Strategies: The meeting focused on improving parent and student engagement at the school. Keileigh suggested creating a separate PAC newsletter to highlight community connections and school events, while Elizabeth explained current limitations around parent groups due to liability concerns. The group discussed potential improvements to field trip sign-ups, with Elizabeth reporting that she had met with Mrs. McAlpine to review the process. Improvements were being made to the form to better accommodate parents needing assistance with accessibility, transportation, or financial support. The conversation ended with Samantha announcing that her son had been accepted to UC Santa Barbara and received a Promise Scholarship to cover most of his 4 years of schooling.

COMPASS
CHARTER SCHOOLS

The Navigator's Logbook: 2025-2026 PAC Year in Review

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The Navigators Logbook

Steering by Our Core ARTIC Values



Providing insight from the learning coach perspective to ensure school policies align with our mission.

Achievement — Engage in and take charge of your learning.

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

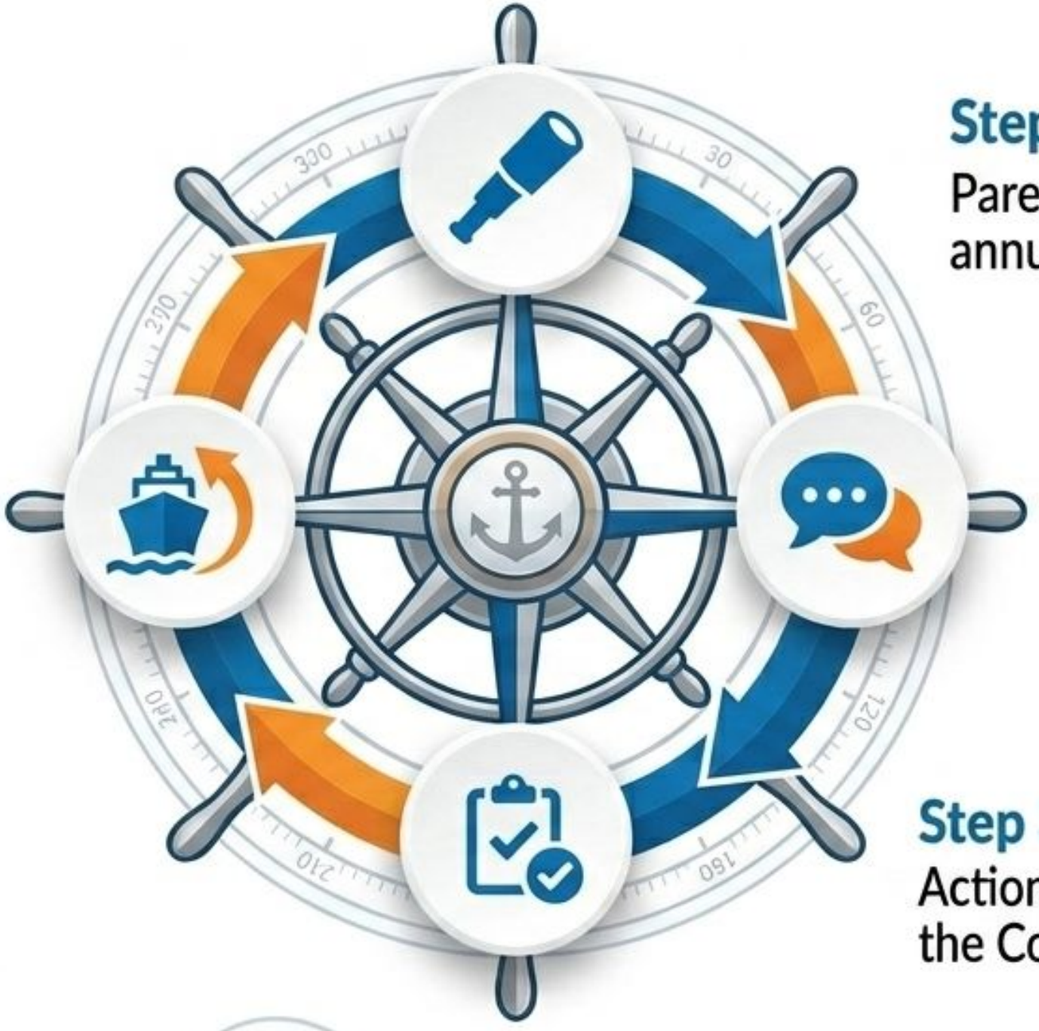
Teamwork — Work cooperatively with all persons involved in your education. Teamwork makes the Dreamwork.

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

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

The Navigators Logbook

How Your Voice Steers the Ship



Step 1: Gather Insight

Parents share feedback via the annual survey and PAC meetings.

Step 2: PAC Discussion

The Council synthesizes feedback and identifies structural barriers.

Step 3: Board Recommendation

Actionable solutions are presented to the Compass Board of Directors.

Step 4: Course Correction

School policies, systems, or resources are updated.

Four Major Destinations We Reached Together



Academic Tides

Proving our model works with massive jumps in state testing participation.



Expanding Horizons

Overhauling the field trip experience based on input from the PAC and School Survey responses.



Clearing the Fog

Advocating to untangle communication platforms into a unified hub.



Lifting All Boats

Securing resources, from SPED field trip access to the Firebird Scholarship.

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The Navigators Logbook

Rising Tides in State Assessment Participation

Yolo Region

2023
77%

2025
93%

▲ +16%

Los Angeles Region

2023
84%

2025
94%

▲ +10%

San Diego Region

2023
89%

2025
96%

▲ +7%



Why this matters: Higher participation proves our personalized, independent study model is successful to the state, keeping our charters secure!

The Navigators Logbook

Charting a Better Course for Field Trips



The Signal
(Parent Voice)

The Course Correction
(PAC Action)



The Signal (Parent Voice)	The Course Correction (PAC Action)
We can’t get tickets for our SPED aides.	Met with Administration to redesign forms; added a dedicated checkbox for aide tickets.
Financial assistance requests are confusing.	New streamlined process: Families can secure their spot first, then request accommodations/assistance later.
Everything sells out instantly.	Initiating a capacity and regional offering review for the upcoming school year.

Lifting All Boats: New Resources Unlocked



Accelerated Reader Returns

Secured 100 free licenses for the upcoming year based on a parent request.



UpChieve Tutoring

Successfully rolled out new personalized tutoring resources for scholars.



Simplified Supplies

Piloted a new, streamlined TK-K school supply ordering process to reduce friction.

Welcoming More Crew Members Aboard

High Friction → **Smooth Sailing**



Old Process:

Required formal bios and headshots that deterred participation.

New Process:

A simple, 1-click 2026-2027 **Interest Form**





We eliminated the red tape! We are looking for **10-15** new parents across all programs and grade levels to join our ranks. **No formal bio required**—just a desire to help our scholars thrive.



Charting the Course for Next Year



Thank you to all our parents, scholars, and staff for a **remarkable** year of navigation. We are especially **grateful for the time and** dedicated work of our Parent Advisory Council members at each **meeting**. See you on the water next fall!

NotebookLM

Coversheet

Scholar Leadership Council Report

Section:	IV. Communications
Item:	C. Scholar Leadership Council Report
Purpose:	Discuss
Submitted by:	
Related Material:	Scholar Leadership Council Report - March 2026.pdf Scholar Leadership Council Report - April 2026s.pdf 2025-2026_SLC_Year_in_Review.pptx.pdf

February Scholar Leadership Council Report

Prepared for May 19, 2026 Board Meeting

Scholar Leadership Council Meeting - March 10, 2026

The meeting focused on results and responses from recent parent and scholar surveys, covering feedback from Compass families. Mr. Cohen presented results from the survey, and the SLC noted that many scholars emphasized the importance of flexibility, supportive teachers, family balance, and social interaction. There were also some discrepancies regarding homework hours and parental involvement in both surveys. The group also discussed recent changes to the Options High School program, which had mixed results on scholar surveys. The SLC brainstormed ways to improve channels for scholars and parents to provide more concise and clear communication. Mr. Cohen agreed to reach out to the communications team about these issues. Zahra discussed expanding advertising for the scholar suggestion box, suggesting email reminders as a potential solution. Finally, Debra LaCroix, Training and Development Manager at Compass, presented Habit 5 of the Leader in Me program, focusing on seeking to understand first and then to be understood. The group participated in an activity that showed how clear instructions can lead to different results due to individual interpretation. The group concluded their meeting with a reminder that the next meeting would be on April 14 at 2 pm.

Meeting AI Notes:

Compass Program Survey Results
Greg presented survey results from Compass scholars, parents, and staff, highlighting key priorities such as academic achievement and college preparation, with some differences in values between groups. Scholars expressed appreciation for flexibility, supportive teachers, and family balance, while requesting more field trips and social interaction. The data showed that live syncs were generally well-attended and valued, though some scheduling conflicts remained an issue. Greg noted that these findings would help inform improvements to the program.

Homework and Parental Involvement Analysis
The meeting focused on analyzing data related to scholars' and parents' perceptions of homework hours and parental involvement. Greg presented graphs comparing scholars' and parents' reported homework hours, noting a notable discrepancy in the number of scholars who reported working zero hours with parents. The discussion also covered changes made to the Options High School program, including increased teacher support, and surveyed scholars' opinions on these changes, with mixed results. Finally, the group reviewed how often scholars check various communication tools, identifying areas for improvement in communication and awareness of certain platforms.

Scholar-Parent Communication Channel Improvements

The meeting focused on improving communication channels for scholars and parents. Greg and Zahra discussed the need to expand advertising for the scholar suggestion box beyond the MMU, with Zahra suggesting email reminders as a potential solution. Greg presented data on information sources, revealing that email is the most popular channel for both scholars and parents. The group also touched on the need for more concise and clear communication options. Greg mentioned that the communications team would be consulted to address these concerns.

Leader in Me Habit 5

Debra LaCroix, Training and Development Manager at Compass, delivered a lesson on Habit 5 of the Leader in Me program, which focuses on seeking first to understand and then to be understood. She discussed the importance of effective listening and communication, highlighting that people often do not listen well due to focusing on preparing their own responses. Debra led an activity where participants followed instructions to fold a piece of paper, demonstrating how even clear instructions can lead to different results due to individual interpretation. She emphasized the challenges of communication, especially in conflict situations, and introduced techniques such as active listening and deep listening to improve understanding. The conversation ended with a reminder that the next session would be held on April 14 at 2 PM.

February Scholar Leadership Council Report

Prepared for May 19, 2026 Board Meeting

Scholar Leadership Council Meeting - April 14, 2026

Meeting Summary, completed by Tallulah Woolsey:

The meeting began with the focus on the Leader in Me program, and the SLC worked through learning the “Synergize” habit. The group watched a video about collaboration and discussed how working together can effectively lead to better outcomes of successful teamwork. Attendance for Scholar Leadership Council meetings was also discussed, as data has shown some inconsistent and fluctuating attendance rates throughout the year. Together, they decided to craft a survey to send out to leadership members to assess reasons for inactivity and SLC expectations. The group agreed that they could review the survey results at the final meeting and reflect on the past year of SLC work to conclude the school year.

AI Meeting Summary:

Meeting Opening: The meeting was called to order at 2:06 pm. Avery shared his experience with applying for colleges and waiting for responses. He declared the college he chose to attend, and was congratulated by all.

Leader In Me: Synergize session: The meeting focused on teaching the "Synergize" habit from the Leader in Me program, with Ms. Brenner and Ms. Wrigley facilitating the session despite significant technical difficulties with audio and video sharing. The group watched a video about collaboration and discussed how working together effectively can lead to better outcomes, with students sharing examples of successful teamwork.

SLC Annual Goals: The conversation ended with a discussion of attendance challenges for the Student Leadership Council, where Ms. Wrigley presented data showing fluctuating membership and attendance rates throughout the year. Audio issues continued to present difficulties. The group decided to create a survey to understand why some members stopped attending meetings and what could be improved, and brainstormed questions to include in the survey.

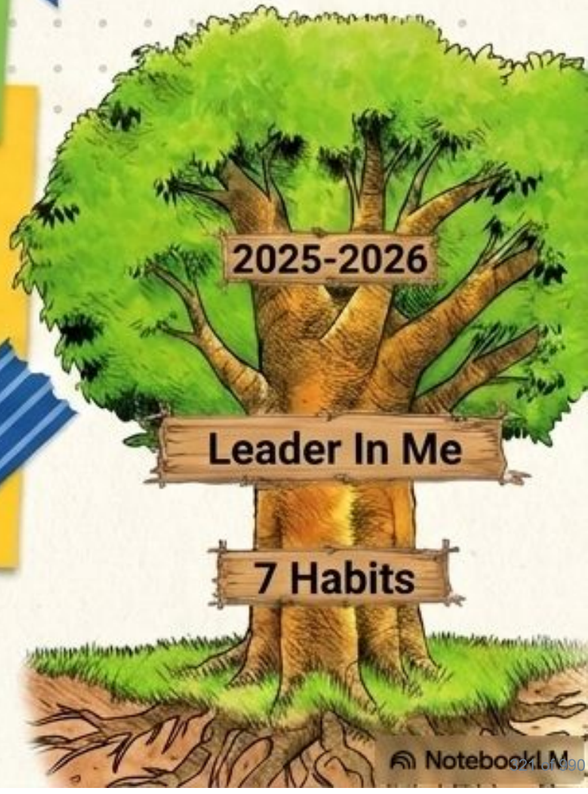
Meeting Closing: Ms. Brenner let attendees know they would review the survey results at their final meeting in May. She shared plans to have a year-end reflection of SLC work and to conclude the final two lessons in the Leader In Me series.

COMPASS CHARTER SCHOOLS

Flipping through our favorite memories from the year!

A Year of Growth, Teamwork, and Leadership

The 2025-2026 Scholar Leadership Council (SLC) Year in Review



Meet Your Elected 2025-2026 Officers



Council Chair

Zahra

Re-elected for another year of leading the charge and expanding projects like the scholar study hall!



Vice Chair

Jonathan

Elected after presenting his vision for a deeply connected and inclusive scholar environment.



Secretary

Tallulah

Confirmed for a second term, keeping the council organized and tracking our progress.

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Working On Our Council Growth Goals





Goal: 15-20 Members

Our overall number of members remained constant this year, helping us drive steadily toward our 2028 goal of a 20-member council!

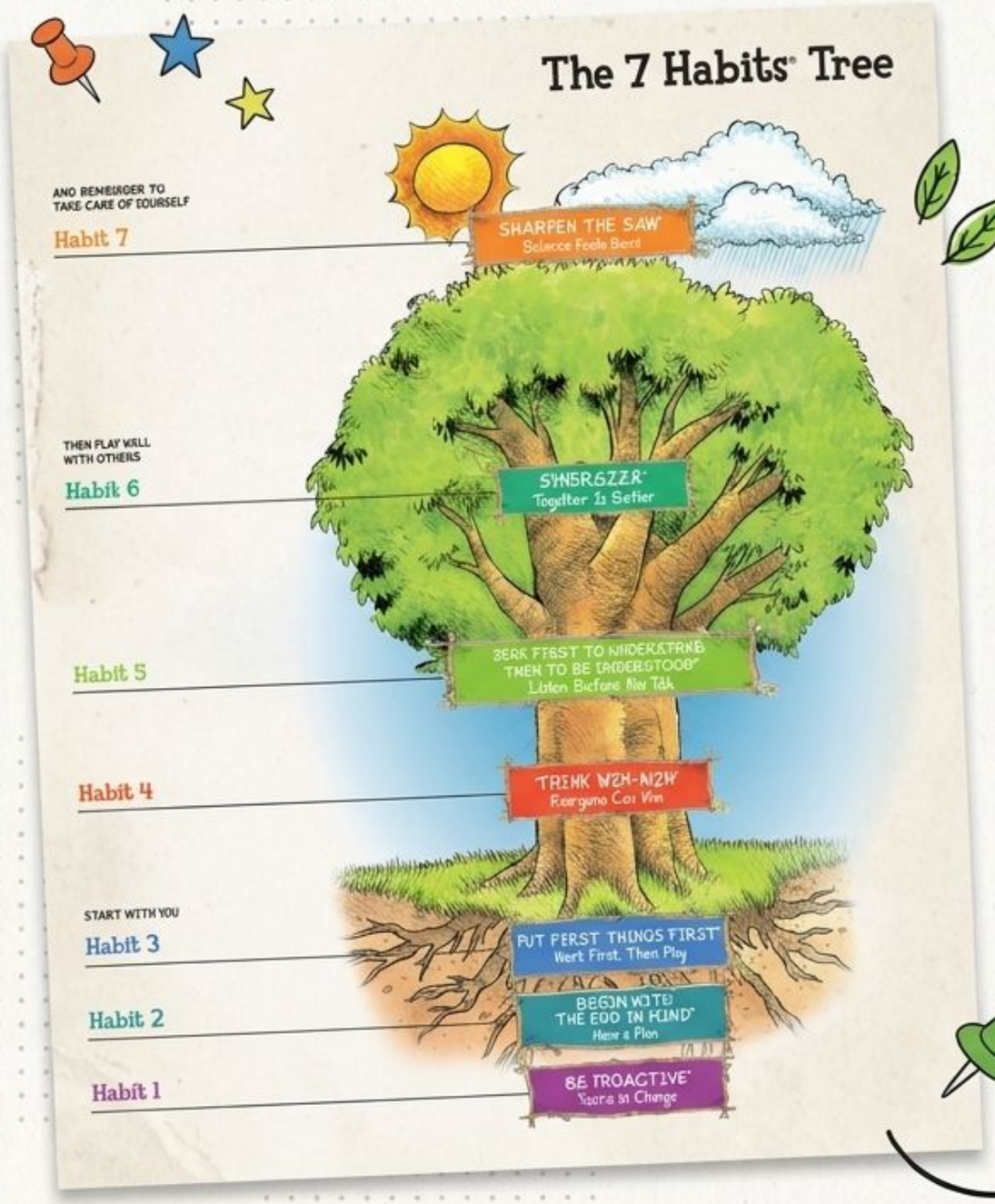
We are trending UP!



Goal: 80% Attendance

Our member attendance could use improvement. How can we increase member attendance and participation?

NotebookLM



Growing Our Roots with "The Leader In Me"

This year, the SLC didn't just plan events—we leveled up our own leadership toolkit using Franklin Covey's **7 Habits of Highly Effective People**.

> By focusing on being proactive, understanding others, and prioritizing our goals, we learned how to solve problems and lead the school with confidence.

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Learning by Doing: The Habits in Action

Habit 1: Be Proactive

Discussed staying calm and focused by managing time with to-do lists and audiobooks.



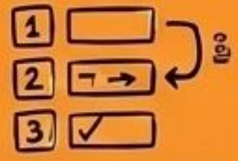
Habit 2: End in Mind

Tackled the "Blind Puzzle" Challenge—trying to solve a jigsaw without seeing the box!



Habit 3: First Things First

Categorized our daily schedules to learn how shifting priorities change based on our goals.



Habit 4: Think Win-Win

Played the "Orange & Blue Team" game, proving that collaboration allows multiple teams to win simultaneously.



Habit 5: Seek to Understand

Tested our communication with a paper-folding exercise, showing how identical instructions get different results!



Habit 6: Synergize

Analyzed teamwork videos to see how combining forces leads to infinitely better outcomes.



Habit 7: Sharpen the Saw

Balance feels best. Activity today!



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The SLC is the Voice of the Scholars



The Input

Compass leadership brings official documents, like the Annual Scholar Survey and the School Safety Plan, to the SLC.



The Review

The council takes a magnifying glass to the data, sharing exactly what scholars and parents actually think.



The Impact

The SLC's feedback is sent directly to the Engagement and Academic teams to improve the school experience.

Deep Dive: Shaping Safety and Surveys

School Safety Plan Updates

- Analyzed data highlighting that scholars deeply value flexibility and supportive teachers.
- Identified a discrepancy in reported homework hours between parents and scholars.

Annual Scholar Survey Analysis

- Analyzed data highlighting that scholars deeply value flexibility and supportive teachers.
- Identified a discrepancy in reported homework hours between parents and scholars.
- Advocated for more field trips and social interaction opportunities!

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The Biggest Win of the Year:

The Scholar Spot!

ta-da!

ta-da!



After months of careful planning, brainstorming, and collaborating, the SLC proudly launched the ultimate scholar-led initiative.

"A welcoming, drop-in space designed entirely for connection, community, and conversation. Made by scholars, for scholars!"

Ready to Leave Your Mark?



Thank you for an incredible year of growth, teamwork, and leadership!

Compass appreciates the passionate voices and enthusiasm of all our SLC members!

P.S. Wishing the very best and huge congratulations to all of our graduating leaders!

Coversheet

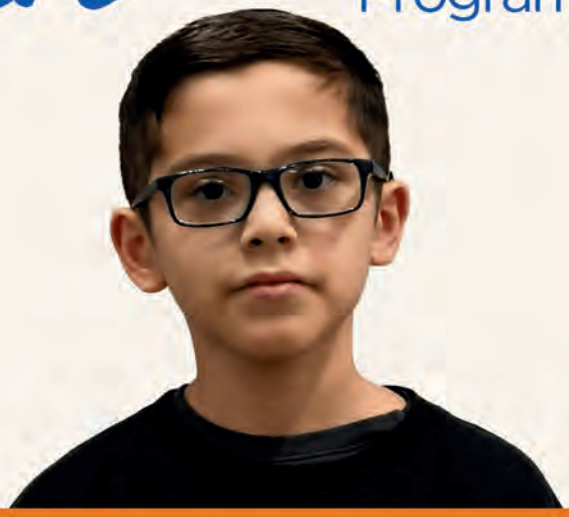
Scholar Spotlight

Section: V. Scholar Spotlight
Item: A. Scholar Spotlight
Purpose: FYI
Submitted by:
Related Material: ScholarSpotlightNM_sm.pdf

NICOLAS Moran

*scholar spotlight

Scholar: Nicolas Moran
Program: Options



Who we're celebrating:

Nicolas is a truly remarkable young scholar who brings so much joy and enthusiasm to his learning. He approaches new challenges with courage and determination, always willing to try his best and grow. His ability to understand new concepts so quickly is impressive, but what stands out even more is his love for learning.

Beyond the classroom, Nicolas shines in piano and art, where his creativity and dedication beautifully reflect his unique talents. He is not only academically strong but also wonderfully well-rounded. Nicolas is someone to be incredibly proud of — his bright spirit and hard work make him truly special and unique!

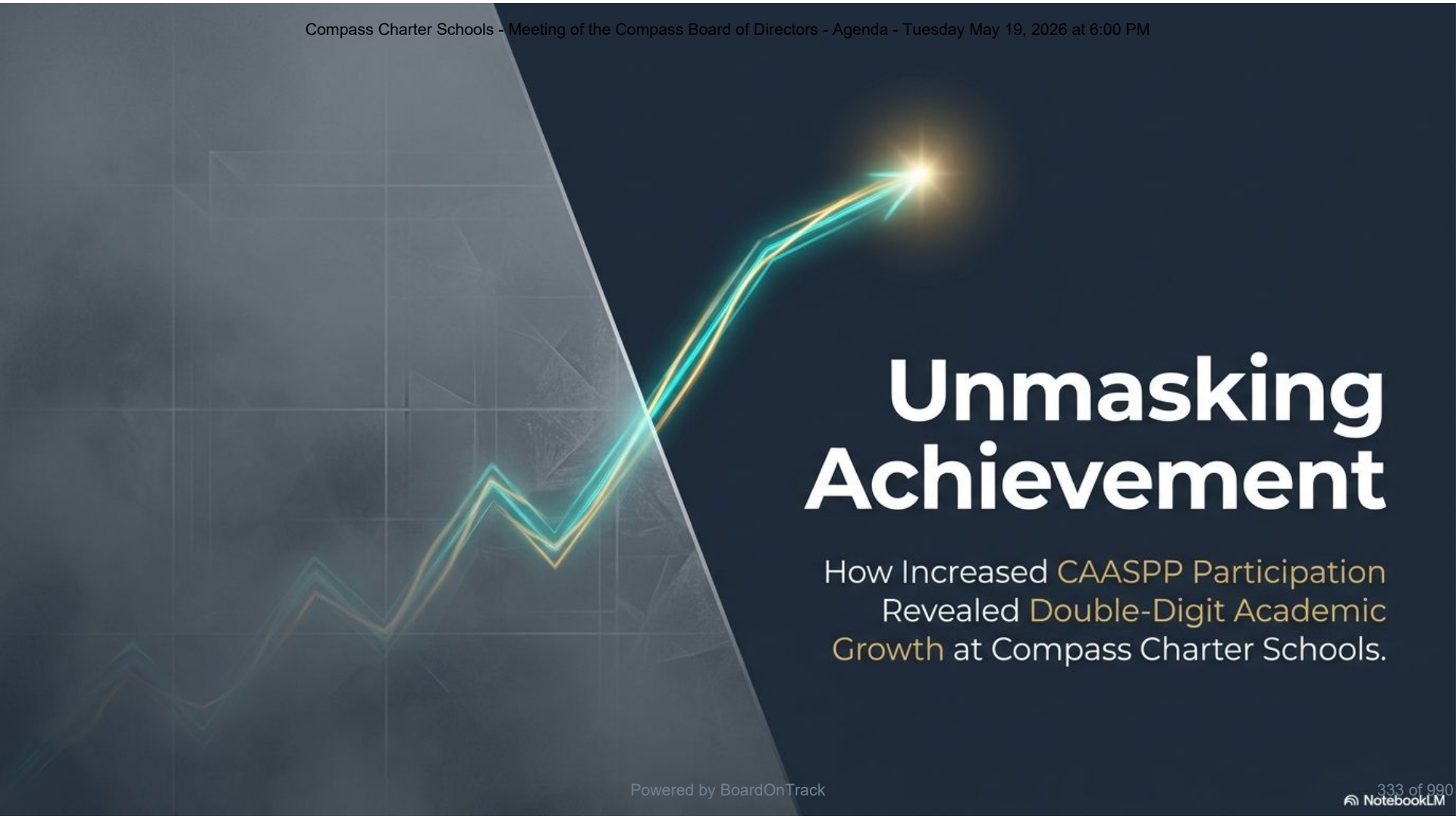
Coversheet

LCAP Draft Documents

Section:	VI. LCAP Public Hearing
Item:	B. LCAP Draft Documents
Purpose:	Discuss
Submitted by:	Elizabeth Brenner
Related Material:	Participation Goal Update (1).pdf 2026_LCAP_CCS_Yolo_May_2926.pdf 2026_LCAP_CCS_San_Diego_May_2026.pdf 2026_LCAP_CCS_LA_May_2026.pdf Parsec Data Error.pdf LCAP_Per_Metric_Findings.xlsx

BACKGROUND:

The LCAP mid-year reports contained data pulled from Parsec, our data partner. We discovered that these numbers were not correct and, upon investigation, Parsec realized that there was an error on their platform that has been fixed. The document provided explains the error and the spreadsheet shows the data that was corrected. The LCAP files contain the correct data. This information is provided for transparency since the numbers are different from what was presented in the mid-year report.


Unmasking Achievement
How Increased CAASPP Participation Revealed Double-Digit Academic Growth at Compass Charter Schools.

Three Regions. One Clear Trajectory.



Participation Surged

A targeted, network-wide push drove CAASPP participation up by as much as 16% in a single year, resetting the baseline for accurate state measurement.



Penalties Evaporated

Crossing critical participation thresholds neutralized the state-imposed LOSS penalty, removing the artificial ceiling that had suppressed official performance rankings.

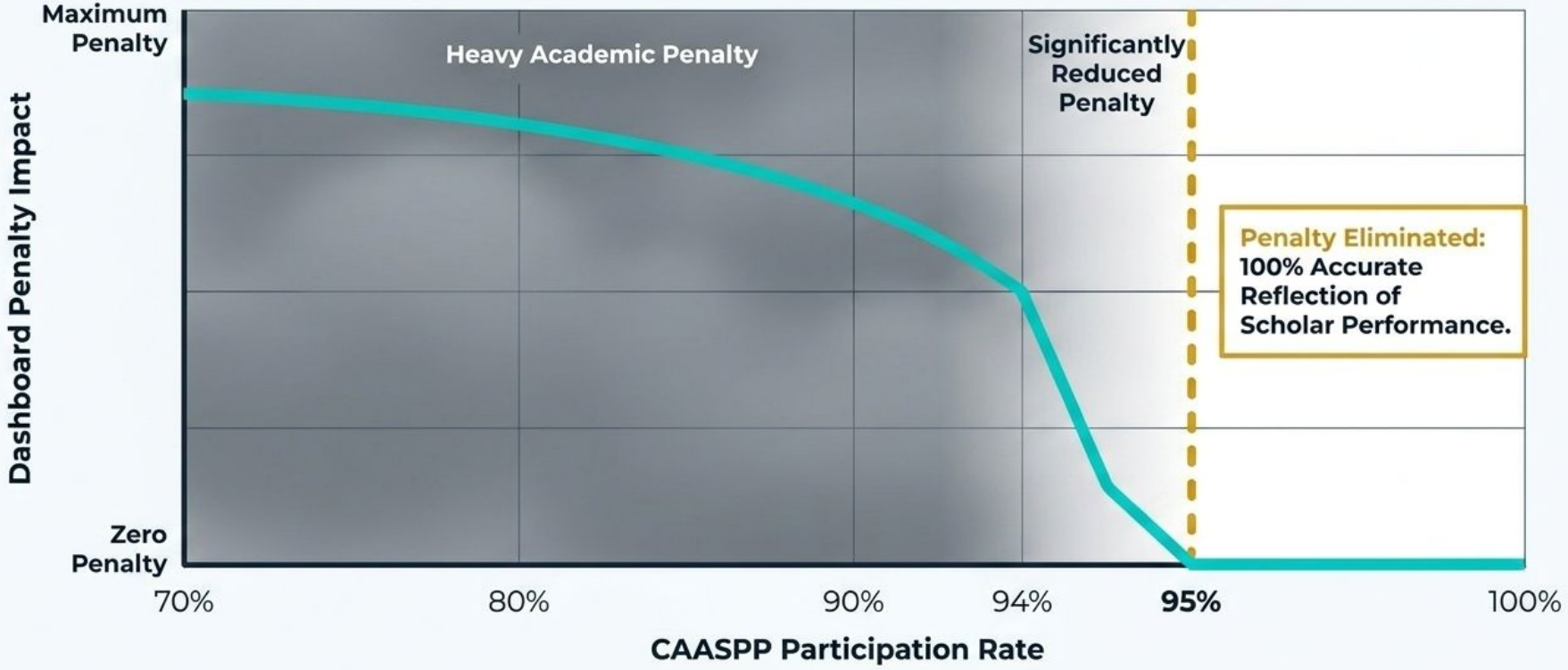


True Growth Revealed

Clearing the penalty unmasked double-digit California School Dashboard point gains in both English Language Arts and Mathematics across all measured regions.

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The 95% Threshold: How Participation Unlocks Data Accuracy



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The Network at a Glance: Lifting the Penalty Region by Region

Region	Baseline Participation	Year 2 Participation	Penalty Status	Total ELA Gain	Total Math Gain
Yolo	77%	93% (+16%) ↑	Reduced to 2%	+35.3 pts	+41.4 pts
Los Angeles	84%	94% (+10%) ↑	Significantly Reduced	+13.8 pts	+22.6 pts
San Diego	89%	96% (+7%) ↑	**Eliminated**	+12.0 pts	+18.0 pts

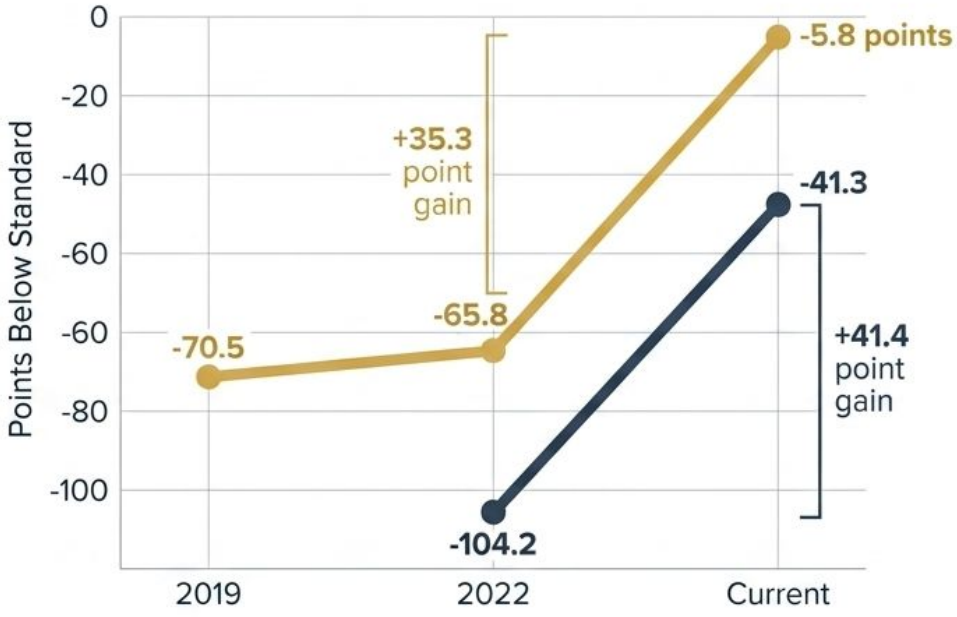
Dashboard point gains represent multi-year closures of the standard gap.

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Yolo: A 16% Surge Reveals Near-Proficiency in ELA



Action: Reduced LOSS penalty to just 2%.



By lifting the participation floor, Yolo unmasked a multi-year academic recovery that was previously hidden by low testing numbers.

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San Diego: Crossing the Finish Line to Eliminate Penalties



At **96% participation** (up 7% from an 89% baseline), San Diego completely avoided the LOSS penalty, ensuring Dashboard data is a purely unpenalized reflection of performance.

ELA

+12.0 points

Multi-year improvement from -47.9 in 2022 to -14.3 today.

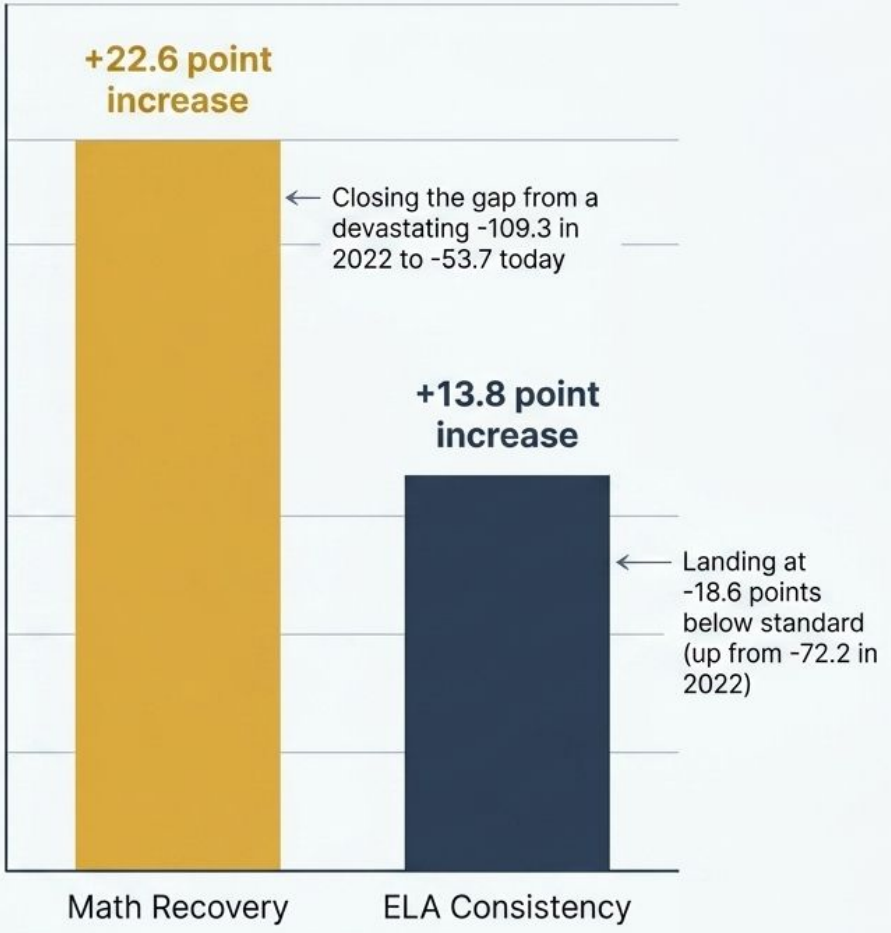
Math

+18.0 points

Significant gain closing the 80.2-point gap from 2022 down to -48.8 today.

Los Angeles: Steady Momentum and Major Math Recovery





NotebookLM

Equity in Action: Unmasking Growth Across Subgroups

Equity Dashboard

Socioeconomically Disadvantaged Yolo Region **ELA:** +30.5 pts | **Math:** +42.9 pts	**African American** LA Region **ELA:** +32.2 pts | **Math:** +36.6 pts	**Hispanic** LA Region **ELA:** +19.2 pts | **Math:** +31.6 pts
Students with Disabilities San Diego Region **ELA:** +31.4 pts | **Math:** +43.4 pts	**Homeless Scholars** San Diego Region **Math:** +43.7 pts	**White** Yolo Region **ELA:** +50.4 pts | **Math:** +57.3 pts

Network-wide, the most vulnerable populations are demonstrating explosive academic momentum when accurately measured.

Sustaining the 95% Standard

"Participation is not just a compliance metric; it is the prerequisite for visibility."

95% Threshold

1 Maintain the Baseline

San Diego must fiercely hold its 96% achievement, protecting the unpenalized status.

2 Close the Final Gap

Los Angeles and Yolo must secure the final 1–2% needed to hit the absolute 95% threshold next cycle.

3 Protect the Narrative

Ensure the California School Dashboard remains an accurate reflection of the true academic growth happening inside Compass classrooms.

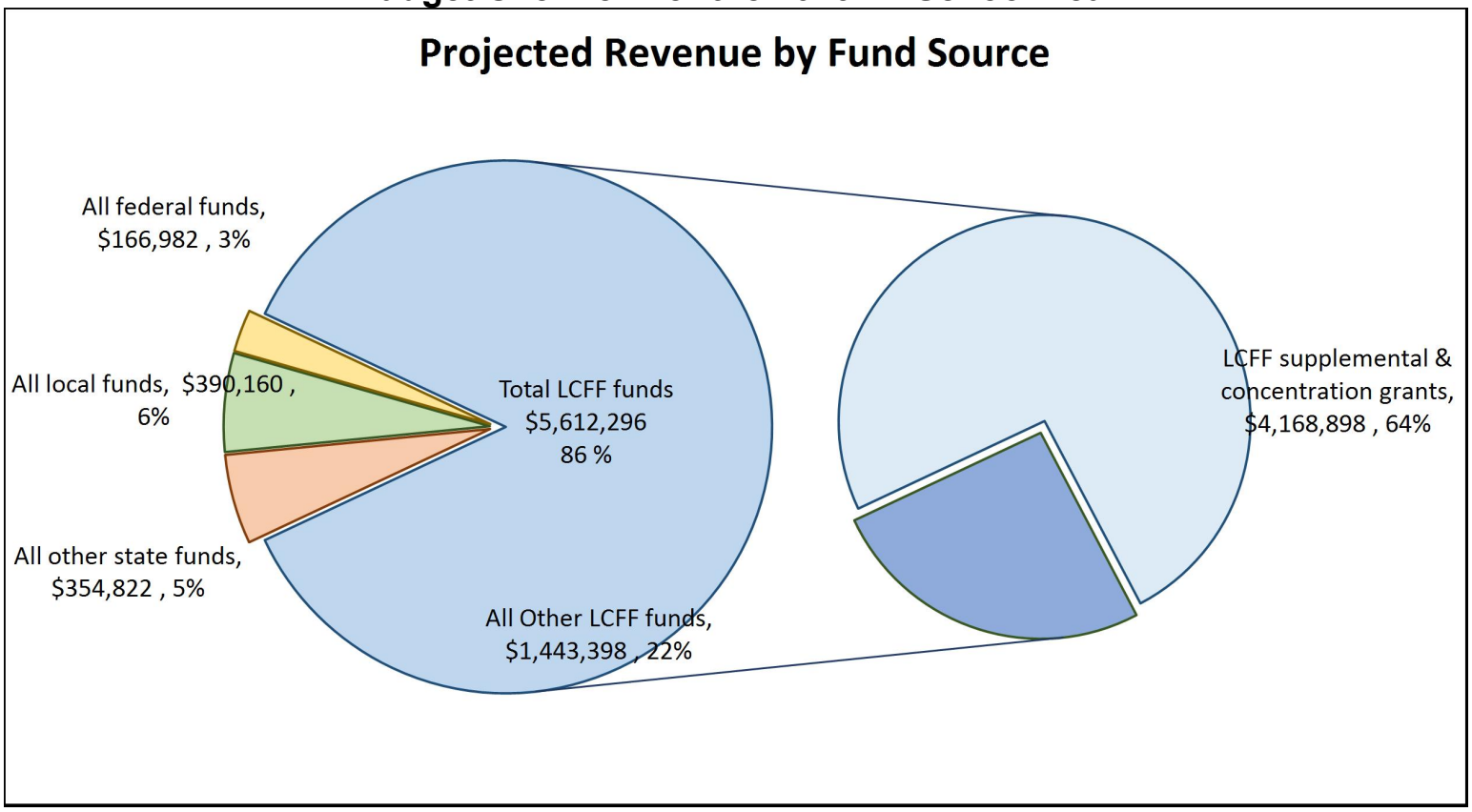
NotebookLM

LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Compass Charter School of Yolo
CDS Code: 57 72702 0139436
School Year: 2026-27
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 2026-27 School Year

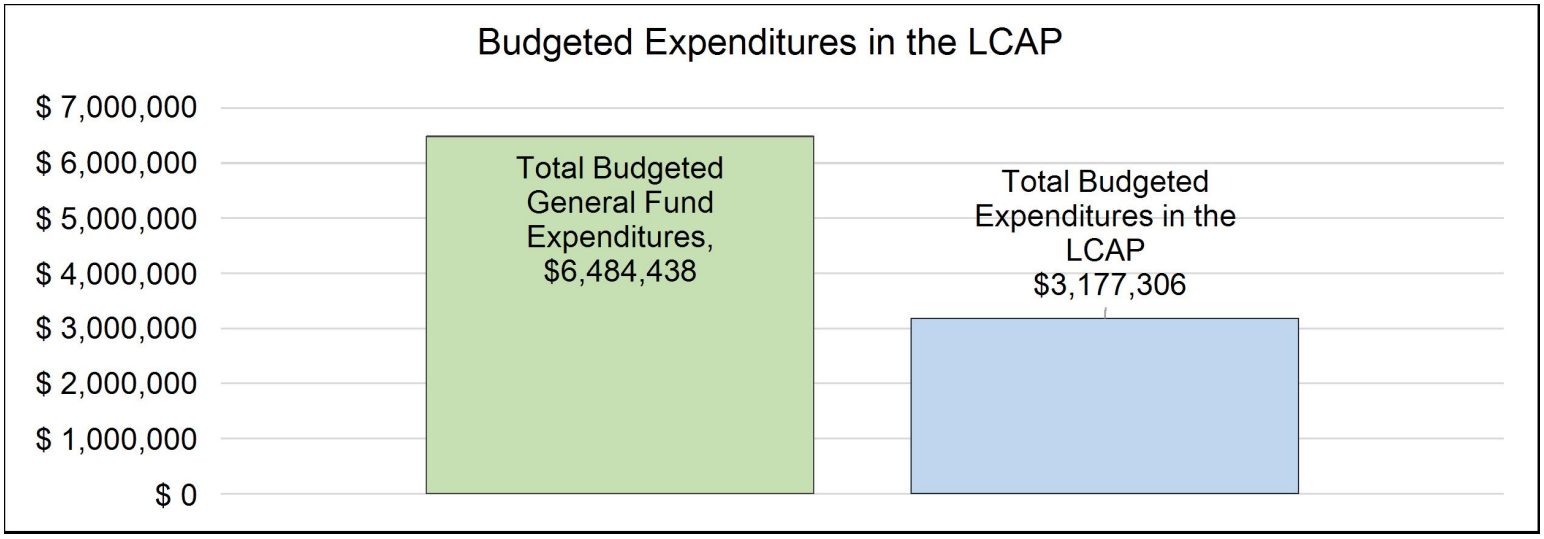


This chart shows the total general purpose revenue Compass Charter School of Yolo expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for Compass Charter School of Yolo is $6,524,260, of which $5,612,296. is Local Control Funding Formula (LCFF), $354,822.00 is other state funds, $390,160 is local funds, and $166,982 is federal funds. Of the $5,612,296. in LCFF Funds, $4,168,898 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 2026-27. It shows how much of the total is tied to planned actions and services in the LCAP.

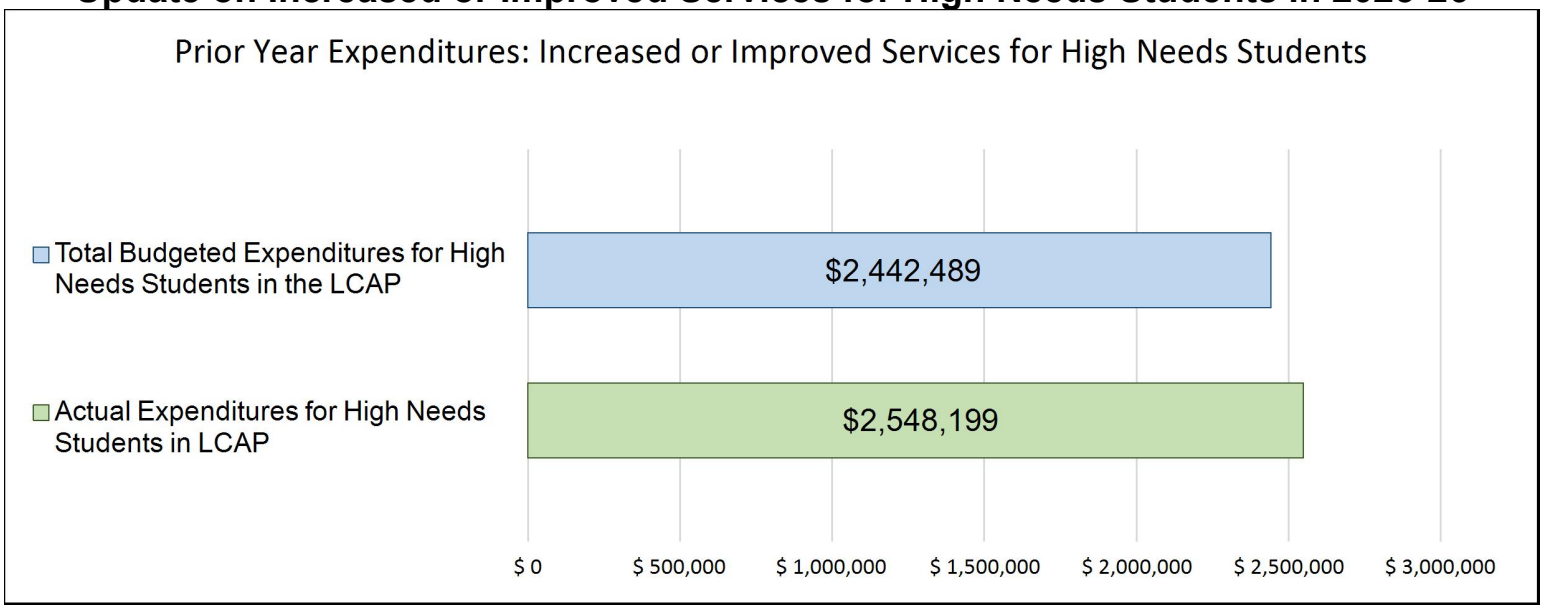
The text description of the above chart is as follows: Compass Charter School of Yolo plans to spend $6,484,438. for the 2026-27 school year. Of that amount, $3,177,306 is tied to actions/services in the LCAP and $3,307,132 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

Increased or Improved Services for High Needs Students in the LCAP for the 2026-27 School Year

In 2026-27, Compass Charter School of Yolo is projecting it will receive $4,168,898 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 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 2025-26



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 2025-26, Compass Charter School of Yolo's LCAP budgeted $2,442,489 for planned actions to increase or improve services for high needs students. Compass Charter School of Yolo actually spent $2,548,199 for actions to increase or improve services for high needs students in 2025-26.

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 [2026-27]

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 improved 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. IN 2025 the CAASPP participation increased 93% which reduced the LOSS penalty to 2%. Although efforts were concentrated in 2025 to increase participation, some parents utilize their right to opt out of state testing even though it negatively impacts the school. The school has continued to work towards a goal to increase participation to 95% in order to avoid the LOSS penalty. Academic achievement increased in ELA and Math schoolwide and in in most subgroups. Schoolwide scores increased 35.3 points in ELA and 41.4 points in Math.

Scholar engagement dipped in the area of chronic absenteeism that increased 4.1%.
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 Speed of Trust 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 systems. The final portion asked their opinion about the four goals of the LCAP plan.

Educational Partner(s)	Process for Engagement
	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.
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 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 309 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. Parent Suggestion Box - The Parent Suggestion box is a form that parents can fill out to make suggestions or share ideas they have to

Educational Partner(s)	Process for Engagement
	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 225 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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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 Speed of Trust sessions to build trust and improve communication, which helped in creating a more cohesive plan that considered diverse departmental insights. This year, the leadership team developed and deployed a new Change Model that has resulted in seven project teams that are working on specific improvements based on input from staff, scholars, and families. This approach to change starts with ideas from our educational partners and builds on them.

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. Monthly 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%	2023-24 97%	100%	-.3%
1.2	% of students who have access to standards-aligned instructional material	100%	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	5 in all subjects	Increased one level
1.4	CAASPP ELA	Schoolwide	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) 53% SBAC ELA (11) 67% SED SBAC ELA (3-8) 55% SBAC ELA (11) 25% SpEd SBAC ELA (3-8) 25% SBAC ELA (11) 50%	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) +19% SED SBAC ELA (3-8) +21% SBAC ELA (11) -5% SpEd SBAC ELA (3-8) -8% SBAC ELA (11) +50%
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) 36% SBAC Math (11) 33% SED SBAC Math (3-8) 31% SBAC Math (11) 0% SpEd SBAC Math (3-8) 6% 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) +1% SED SBAC Math (3-8) +13% SBAC Math (11) -11% SpEd SBAC Math (3-8) -21% 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 93% Math 93%	ELA 95% Math 95%	ELA +16% Math +16%
1.7	CAST	Schoolwide CAST 38% SED CAST 21%	Schoolwide CAST 40% SED CAST 31%	Schoolwide CAST 42% SED CAST 41%	Schoolwide CAST 40% SED CAST 40%	Schoolwide CAST +4% SED CAST +20%
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 [2025-26]

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.

The school 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. Scholars with special needs participated in the CAA when appropriate. This participation contributed to an increase in overall participation and a reduction of the LOSS penalty.

We've maintained a formal curriculum review process to ensure all instructional materials are standards-aligned, rigorous, and meet scholar needs. This includes the integration of Bright Thinker as a digital core curriculum resource and a full audit of current materials. We are also

revising the Board-Approved Curriculum list to reflect updated offerings and compliance expectations. This process supports stronger instructional alignment and program clarity across all grade spans.

Substantive Differences Between Planned and Actual Implementation:

There were no substantive differences between planned and actual implementation.

Challenges:

Ensuring all targeted scholars RSVP and attend intervention sessions required additional outreach and follow-up, suggesting a challenge in consistent engagement. We are continuing our search for a learning platform that enables the tracking of session attendance for all support classes.

Successes:
Strategic efforts to increase state assessment participation, resulted in an increase in participation to 93% which reduced the LOSS penalty.

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

There were no material differences between budgeted and 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.

Effective practices:
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Multi-Tiered System of Supports (MTSS) (Action 1.8): The MTSS framework is yielding strong results in intervention efficacy. As of the mid-year update, 33% of scholars completely tested out of needing intervention support. Additionally, scholars with 504 plans showed growth, with 68% at or above grade level in Reading (a 5% increase from the previous year) and 61% at or above grade level in Math.

Support for Scholars with Special Needs (Action 1.1): The full implementation of the TeachTown curriculum is considered "On Track". To increase its effectiveness, the school added a monthly TeachTown academy to improve how staff and scholars utilize these materials

Emerging practices
Summer School Interventions (Action 1.4): While the RTI Virtual Summer Camp was successfully held in July 2025, participation was a challenge.

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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.

Curriculum Alignment: A formal curriculum review is underway for the 2025-2026 school year to ensure materials are rigorous and meet scholar needs, which includes the integration of Bright Thinker as a digital core resource and an audit of current materials.

Reading Screeners: Beginning in 2025-26, the school will implement Amira Learning as an adaptive reading screener for K-2 scholars to proactively identify reading difficulties, aligning with new California statewide requirements.

Tutoring Expansion: Action 1.8 has been updated to include UPchieve, providing on-demand, 24/7 tutoring for all scholars in grades 6-12.

State Assessment Participation: In response to prior "LOSS penalties" regarding participation rates, the school is implementing a new incentive plan and "WOW" sessions for parents to emphasize the importance of state testing

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
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

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.	$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	71% staff participation 16% Scholar participation 29% Parent/ LC participation	81% staff participation 17% Scholar participation 28% Parent/ LC participation	75% staff participation 10% Scholar participation 21% Parent/ LC participation	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%	100%	80%	+26%
2.3	Building Relationships Between School Staff	4 or 5 in all areas	4 or 5 in all areas	4 or 5 in all areas	5 in all areas	0

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
	and Families rating on the Local Indicators					
2.4	Building Partnerships for Student Outcomes rating on the Local Indicators	4 or 5 in all areas	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	4 or 5 in all areas	5 in all areas	0
2.6	Attendance Rates	99%	95%	97%	>90%	-4%

Goal Analysis [2025-26]

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.

Implementation of Goal 2: Increase scholar and parent engagement and involvement is currently "On Track," with significant progress made in creating a safe digital learning environment, providing targeted parent support, and refining leadership and mental health frameworks
.
Successes in Implementation
Technological Access and Security: The school has successfully maintained 1:1 technology access, distributing 1,218 devices to new and testing scholars. To ensure a safe environment, 19 apps were added to the Clever portal to support single sign-on (SSO) and multi-factor authentication, while Chromebooks now enforce content filtering and secure email communication
.
Learning Coach Academy: This program has seen strong engagement, with approximately 87 registrants participating in sessions covering diverse topics such as AI, time management, and CAASPP test preparation
.
Scholar Leadership: The Scholar Leadership Council is successfully implementing the Leader In Me curriculum, with members having completed the program.
.
Substantive Differences in Planned vs. Actual Actions
Reflections on practice have led to several adjustments to the original planned actions for Goal 2:
Mental Health Framework: Rather than just establishing partnerships, the school is currently piloting a centralized referral process for Tier 2 and Tier 3 supports to reduce service duplication and ensure a "seamless continuum of care" across all grade levels
.
Engagement Activity Scope: Action 2.8 was specifically updated to include "end-of-year scholar celebrations." This change was made to ensure that specific fiscal charges for these events align correctly with the goal's objectives
.

Leadership Curriculum: The planned action for scholar input was enhanced by the integration of the Leader In Me curriculum to build specific leadership capacity within the council

.

Relevant Challenges

Service Coordination: The need to pilot a centralized referral system highlights a prior challenge with service duplication in the school's mental health infrastructure

.

Subgroup Participation Gaps: While engagement offerings are available to all, data shows varying registration rates among subgroups. For instance, as of April 2026, 19% of SED scholars registered for engagement offerings, compared to only 12% of EL scholars and 14% of homeless scholars

.

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 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), 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.

Changes to Planned Actions and Infrastructure

Mental Health Framework (Action 2.1): To address the challenge of service duplication, the school is now piloting a centralized referral process for Tier 2 and Tier 3 supports. This change aims to expand clinical reach across all grade levels (K-12) and ensure a more seamless continuum of care for scholars and families

.

Scholar Leadership Curriculum (Action 2.2): For the 2025-26 school year, the Scholar Leadership Council has integrated the Leader In Me curriculum into its planned activities. This addition is specifically designed to build leadership capacity within the council and provide staff with resources to support both scholars and parents

.

Scholar Engagement Scope (Action 2.8): The description for this action was updated to explicitly include "end-of-year scholar celebrations". This modification was made to ensure that specific fiscal charges (identified as codes 5812-090 and 5830-090) are accurately aligned with the goal's objectives

Refined Focus on Technology and Security
Safe Online Environment (Action 2.5): The school has refined its approach to digital safety by incorporating managed digital systems and expanding the use of the Clever portal. By adding 19 specific apps to Clever, the school has implemented secure single-sign on (SSO) and multi-factor authentication (MFA) to reduce password exposure and better protect scholar data.

Metric 1 was updated to only include the participation rates. Past reports included extraneous data that was unnecessary. The participation numbers were not altered.
.

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.		No

Action #	Title	Description	Total Funds	Contributing
		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.		
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.	$25,890.00	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.	$27,369.00	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%	100%	0
3.2	% of students prepared for college	25%	18%	18.8%	50%	-6.2%
3.3	HS Graduation Rate	86%	76%	75%	>75%	-11%
3.4	a-g completion	6%	15%	12.5%	50%	+6.5%
3.5	CTE Pathway Completion	0	0	0	10%	0
3.6	Both CTE & a-g Completion	0	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%	25%	50%	-2%
3.8	% of graduates earning a Golden State Seal Merit Diploma	42%	45%	13%	35%	-2%

Goal Analysis [2025-26]

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.

Successes in Implementation
High Credit Recovery Achievement: The July 2025 high school summer school program was highly effective, with participants focused on credit recovery. This contributed to the 75% graduation rate.

Five-Year Cohort Interventions: The school has finalized tasks to provide targeted interventions—including concurrent enrollment and summer school—specifically for scholars requiring an additional year to meet graduation requirements. This year, four scholars graduated in their fifth year.
Substantive Differences in Planned vs. Actual Actions

The most significant difference between the original plan and actual implementation involves the school's data infrastructure:
Data System Replacement (Action 3.2): The school originally planned to use the Abre data suite to track retention rates and identify trends among subgroups. However, reflections on practice led to a shift in strategy, and Abre is being replaced with EduClimber and Parsec Analytics to better meet these tracking needs. For the 2026-2027 school year, the school is looking at building capacity within its IT team to perform these analytics in house to ensure stability and accuracy.
.

Overall, Goal 3 remains focused on removing barriers for scholars at risk of academic failure through flexible credit options and dedicated advocacy for those facing economic or housing instability
.

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.

Actual expenditures exceeded the projected expenditure totals. This is due to the inclusion of payroll expenditures for counseling and AVID. Adjustments will be made to allow for these expenses next year.

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

Highly Effective Actions
Support for Scholars with Special Needs (Action 3.4):This action has been highly effective in expanding opportunities for vulnerable populations. The school successfully created and implemented a full Alternative Diploma track specifically designed to support the transition of scholars with special needs.
Course Scheduling and Graduation Support (Action 3.5):The focus on personalized scheduling—including concurrent enrollment and summer school—has supported the graduation rate of 75%. Small class size leads to volatility in this metric. This year's graduating class was 20 scholars.

Effective but Ongoing Actions
AVID Program (Action 3.3):This action is considered On Track. Writing strategies have been delivered in academic sessions, and 30 staff members attended AVID professional learning. While academic rigor is being integrated, the decline in a-g completion suggests that these strategies may need more time to translate into standard metric growth.
Course Offerings (Action 3.1):The school successfully finalized tasks to annually review and update the course catalog to ensure a broad course of study, which has effectively maintained 100% course access for all scholars.

Ineffective or Challenging Actions
RAMP Certification (Action 3.2): This action has experienced setbacks. While the program is high-quality, the Yolo site did not earn RAMP designation for the 2025/26 school year, missing the rubric requirements by 2-3 points. The school is now participating as a Program of Promise for 2027 to make the needed modifications.
CTE Pathway Completion (Metric 3.5):Actions to date have been ineffective in producing graduates with CTE completions. The Year 2 outcome remains at 0, significantly missing the target of 10%.
Support for SED College Preparedness (Metric 3.2): Data indicates a significant challenge in this area; while overall college preparedness rose slightly, the percentage of SED scholars prepared for college dropped from a 26.5% baseline to 12.8% in the Year 2 outcome.

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.

Changes to Planned Actions and Strategy
RAMP Certification Strategy (Action 3.2): After narrowly missing the rubric requirements for the 2025/26 school year by 2–3 points at the Yolo site, the school has adjusted its strategy
Instead of immediate re-application, the school will make necessary modifications and participate as a "Program of Promise" participant for 2027 to continue strengthening its counseling framework.

Alternative Diploma Pathways (Action 3.4): Reflections on the needs of scholars with special needs led to the successful creation and implementation of a full Alternative Diploma track. This represents a shift from the development phase to a fully operational program designed to support transition-aged scholars (18–22)
.

AVID Professional Learning Frequency (Action 3.3): To increase schoolwide implementation and buy-in, the school has committed to offering quarterly professional learning for all academic staff, a refinement from more sporadic earlier sessions.

Course Catalog Review (Action 3.1): Tasks have been finalized to conduct an annual review and update of the course catalog to ensure a broad course of study is maintained and remains accessible to all scholars, including those with disabilities

The school is exploring a partnership with four charter schools and a Community College to create a consortium to provide access to CTE pathways that culminate in a Capstone course at the CC. Enrollment in two courses will begin in the Fall of the 2026-27 SY.

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	$21,186.00	Yes

Action #	Title	Description	Total Funds	Contributing
		recovery to ensure coherence and consistency with students earning a diploma.		

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%	31%	<10%	0
4.2	Middle School dropout rate	10%	1.49%	7.89%	<10%	-8.51%
4.3	Suspension Rate*	0	0	0	0	0
4.4	Expulsion Rate*	0	0	0	0	0
4.5	Chronic Absenteeism Rate*	Overall 2%	1.2	5.3%	Overall <5%	-.8%

Goal Analysis [2025-26]

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.

Successes in Implementation
Highly Effective Credit Recovery: The high school summer school program in July 2025 was a success, with 75% of participants focused on credit recovery
. Notably, 92% of these scholars passed at least one course, and 83% passed every credit recovery course they attempted

Vulnerable Population Advocacy: The Scholar Community Advocate (SCA) successfully established a system to identify and support families experiencing homelessness
Scholars were identified and correctly coded in the Student Information System (SIS) to ensure they receive essential housing, food, and mental health resources
.

New Re-engagement Strategy: In response to data on summer course completion, the school is implementing a new post-summer re-engagement plan
. This involves prioritized credit recovery placement in the early fall for scholars who did not successfully complete their summer courses
.
Relevant Challenges
Rising Dropout Rates: While Year 1 outcomes maintained a the HS Dropout Rate at 10%, the Year 2 outcome saw an increase to 31%, missing the target of keeping it below 10%. An analysis of scholars who left the school without graduating will provide information about changes to be implemented in the 2026-27 SY.
. Similarly, the middle school dropout rate rose from 1.4% in Year 1 to 7.89% in Year 2 while staying under the 10% goal.
.
Overall Chronic Absenteeism: Chronic absenteeism increased 4.1%.
.
Dynamic Populations: Identifying and maintaining resource connections for homeless scholars is a constant challenge due to the high mobility of the population.

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

There were no significant differences between 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.

Highly Effective Actions
High School Summer School (Action 4.1): This action has been highly effective in supporting credit recovery. In July 2025, 75% of participants focused on credit recovery, with 92% passing at least one course and 83% passing all attempted courses
. This success directly enabled two scholars to graduate who might not have otherwise
.
Support for Homeless Scholars (Action 4.5): The Scholar Community Advocate (SCA) has effectively identified and supported vulnerable families. Scholars were identified and properly coded in the Student Information System to receive essential connections to housing, food, and mental health services
.
Actions with Mixed or Stalled Effectiveness
Overall Retention Tracking (Action 4.3): The implementation of the Abre data suite was deemed ineffective for identifying trends and supporting at-promise scholars
. As a result, the school is replacing Abre with Parsec Analytics, and internal systems to better track retention rates by grade level and subgroup
.
Overall Chronic Absenteeism (Metric 4.5): Effectiveness has been inconsistent schoolwide. Despite gains with African American scholars, the overall chronic absenteeism rate rose to 6.8% in Year 2, which is above the 6.4% baseline and the <5% target
.
Future Strategy Adjustments
Based on reflections of prior practice, the school is implementing a new post-summer re-engagement plan for scholars who do not complete their summer courses
. This will include prioritized credit recovery placement in the early fall to more effectively serve those facing barriers to graduation

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.

Post-Summer Re-engagement Plan: To increase the impact of summer programming, the school is implementing a new re-engagement plan specifically for scholars who did not complete their summer courses. This plan includes prioritized early fall credit recovery placement to ensure these scholars do not fall further behind
.
Targeted Attendance Monitoring (Action 4.2): While the action to reduce chronic absenteeism remains, the strategy has been refined to include individualized plans for each scholar and the use of the new data systems to provide "early alerts" to staff when attendance issues first arise
.
Metric and Reporting Adjustments
.
Focus on Impact: The analysis notes that these refinements aim to specifically reduce dropout rates and more effectively serve scholars who express a disconnection from the school learning environment
.

These changes reflect a shift toward more robust data analytics and immediate follow-up interventions for scholars who struggle to complete traditional or summer coursework.

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 [2025-26]

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 [2026-27]

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		

2026-27 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	$25,964.00	$0.00	$0.00	$3,177,306.00	$2,417,076.00	$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	Schoolwide	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	Schoolwide		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	
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	

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
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	Schoolwide	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	Schoolwide	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	Schoolwide	English Learners Foster Youth Low Income	All Schools		$27,369.00	$0.00	$1,405.00	$25,964.00			$27,369.00	
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	Schoolwide		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	
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	Low Income	All Schools		$4,846.00	$0.00	$4,846.00				$4,846.00	

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
					Group(s)											

2026-27 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	

2025-26 Annual Update Table

Totals	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Expenditures (Total Funds)
Totals	$3,151,342.00	$3,263,076.00

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	$2,326,673.00	$2,326,673.00
1	**1.2**	Standards-aligned instructional materials	No	$665,332.00	$665,332.00
1	**1.3**	ELD Materials	Yes	$10,818.00	$24,539.00
1	**1.4**	Professional Development for staff serving EL scholars	Yes	$1,000.00	$1,000.00
1	**1.5**	MTSS Supports	Yes	$26,884.00	$73,143.00
1	**1.7**	Increased participation on state assessments	No	$3,452.00	$2,500.00
1	**1.9**	Support for scholars with special needs	No	$10,422.00	$14,966.00
1	**1.10**	Professional Development on serving scholars with special needs	No	$2,000.00	$2,000.00
1	**1.11**	Summer School Interventions	Yes	$2,848.00	$2,848.00
2	**2.1**	Annual Survey	No	$1,726.00	$1,000.00
2	**2.2**	Technology Access for SED scholars	Yes	$14,213.00	$42,247.00

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	$6,213.00	$6,213.00
2	2.5	Parent and Scholar input	No		$2,960.00
2	2.6	Learning Coach Academy	No		
2	2.7	Scholar Engagement Activities	Yes	$25,890.00	$25,890.00
2	2.8	Mental Health Supports	Yes	$1,405.00	$1,405.00
3	3.1	Course Offerings	No		$176.00
3	3.2	RAMP Certification	No	$574.00	$574.00
3	3.3	AVID Program	Yes	$6,726.00	$12,811.00
3	3.4	Program for Scholars with Special needs	No	$1,295.00	$500.00
3	3.5	Course Scheduling	Yes	$21,186.00	$21,186.00
4	4.1	Credit Recovery	No	$11,915.00	$11,915.00
4	4.3	Retention rates	No	$5,924.00	$5,924.00
4	4.4	Support for 5 year grad cohort	No		$817.00

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	**4.5**	Support for Homeless Scholars	Yes	$4,846.00	$16,457.00

2025-26 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)
	$2,442,489.00	$2,548,199.00	($105,710.00)	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	$2,326,673.00	$2,326,673.00		
1	1.3	ELD Materials	Yes	$10,818.00	$24,539.00		
1	1.4	Professional Development for staff serving EL scholars	Yes	$1,000.00	$1,000.00		
1	1.5	MTSS Supports	Yes	$26,884.00	$73,143.00		
1	1.11	Summer School Interventions	Yes	$2,848.00	$2,848.00		
2	2.2	Technology Access for SED scholars	Yes	$14,213.00	$42,247.00		
2	2.7	Scholar Engagement Activities	Yes	$25,890.00	$25,890.00		
2	2.8	Mental Health Supports	Yes	$1,405.00	$1,405.00		
3	3.3	AVID Program	Yes	$6,726.00	$12,811.00		
3	3.5	Course Scheduling	Yes	$21,186.00	$21,186.00		
4	4.5	Support for Homeless Scholars	Yes	$4,846.00	$16,457.00		

2025-26 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		0.0	0.000%	$2,548,199.00	0.000%	56.486%	$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 2026-27, 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 32627(d), to provide the information identified above or to include actions funded with LREBG funds within the 2026-27, 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.

- **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.

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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 32627(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.

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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).

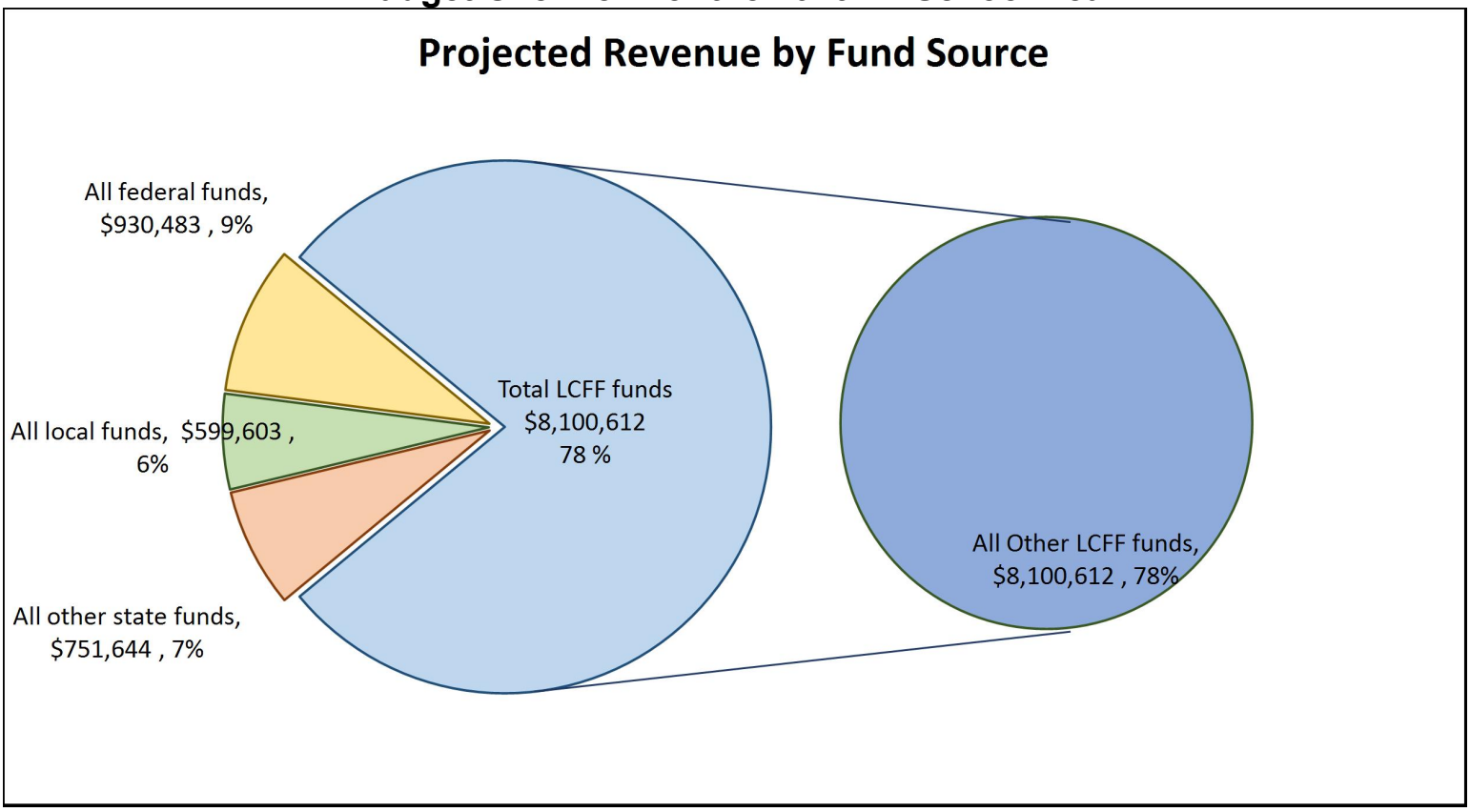
California Department of Education
November 2024

LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Compass Charter Schools of San Diego
CDS Code: 37 68213 0127084
School Year: 2026-27
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 2026-27 School Year

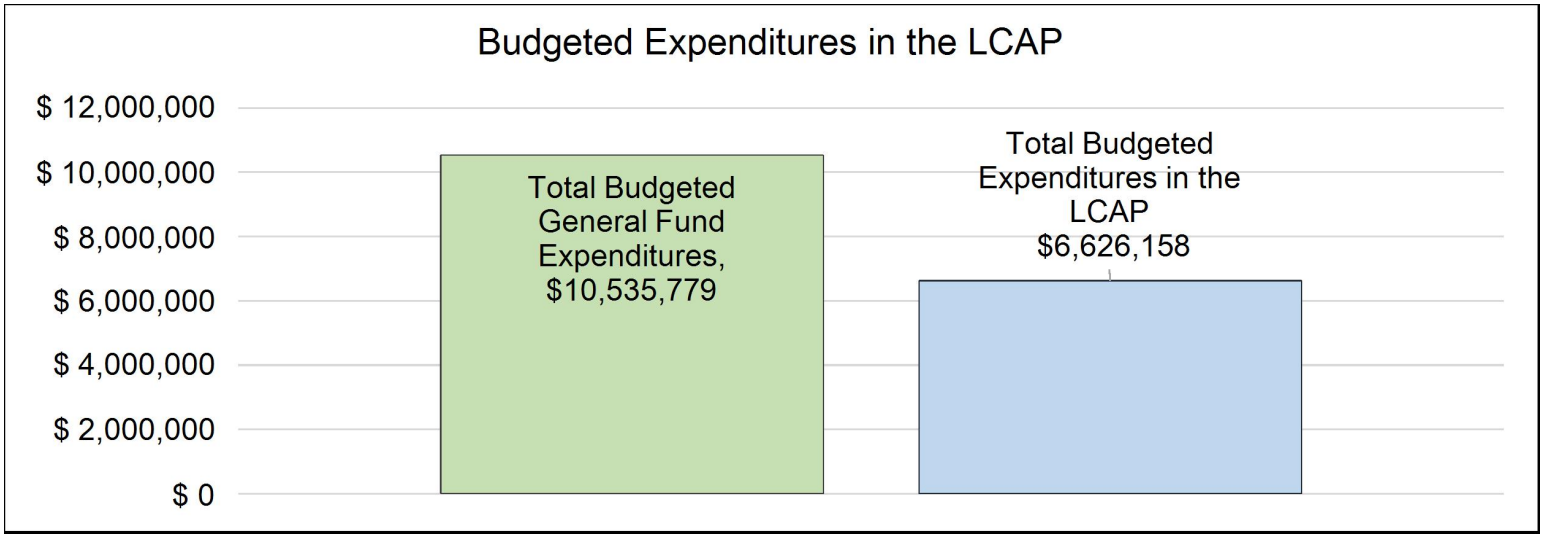


This chart shows the total general purpose revenue Compass Charter Schools of San Diego expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for Compass Charter Schools of San Diego is $10,382,342, of which $8,100,612 is Local Control Funding Formula (LCFF), $751,644 is other state funds, $599,603 is local funds, and $930,483 is federal funds. Of the $8,100,612 in LCFF Funds, $ 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 2026-27. It shows how much of the total is tied to planned actions and services in the LCAP.

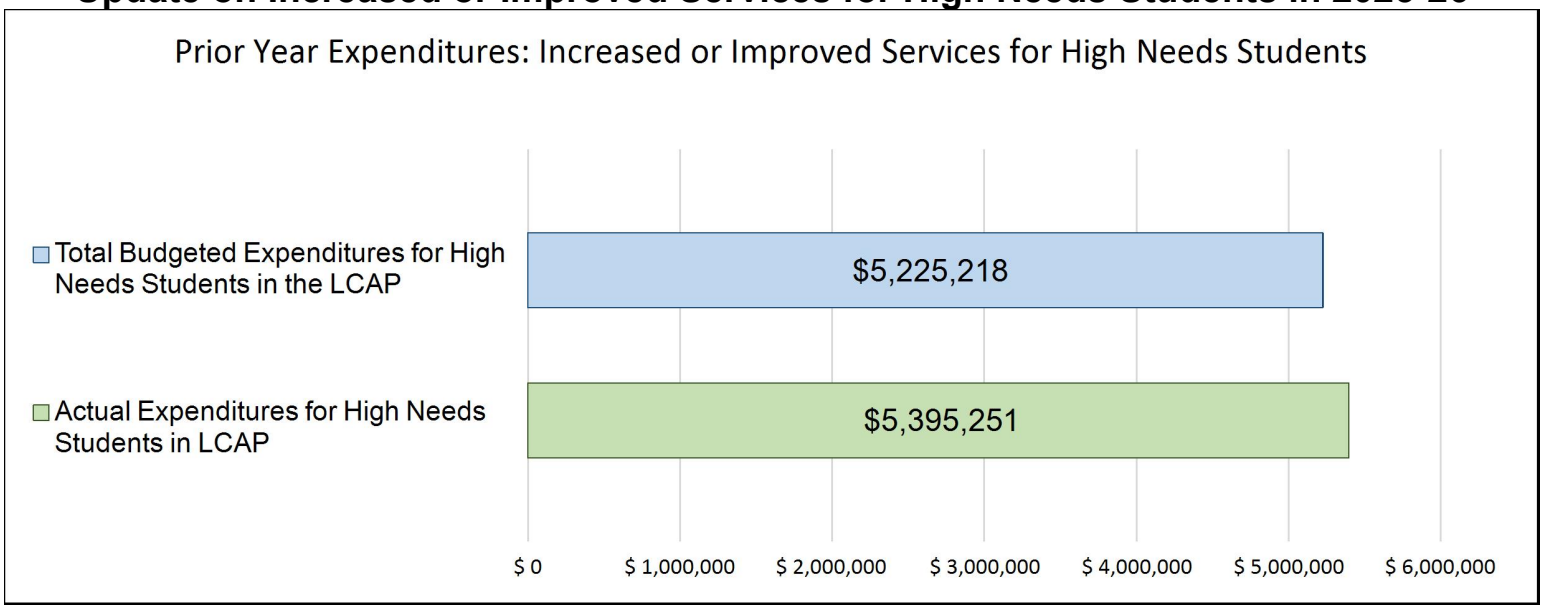
The text description of the above chart is as follows: Compass Charter Schools of San Diego plans to spend $10,535,779 for the 2026-27 school year. Of that amount, $6,626,158 is tied to actions/services in the LCAP and $3,909,621 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

Increased or Improved Services for High Needs Students in the LCAP for the 2026-27 School Year

In 2026-27, Compass Charter Schools of San Diego is projecting it will receive $ 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 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 2025-26



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 2025-26, Compass Charter Schools of San Diego's LCAP budgeted $5,225,218 for planned actions to increase or improve services for high needs students. Compass Charter Schools of San Diego actually spent $5,395,251 for actions to increase or improve services for high needs students in 2025-26.

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 [2026-27]

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, 2025 was 842 scholars across grades TK through 12. Compass serves 46.4% Socioeconomically Disadvantaged, 10.2% English Learners, 13.2% Homeless and 13.4% 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 to 96% in 2025. 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. ELA scores increased schoolwide and in all subgroups with the largest increase in Scholars with disabilities at 31.4 points. Math scores also increased schoolwide and in all subgroups with the largest increases in scholars with disabilities at 43.4 points and scholars experiencing homelessness at 43.7 points. These increases can be partially attributed to the high participation rate which resulted in no LOSS penalty.

Scholar engagement remains high as evidenced by a low chronic absenteeism rate of 4.5%, but this was an increase over previous year and needs to be monitored. The graduation rate increased by 6.4% and is now at 71.9%. The school plans to remain above 70% to exit Continuous School Improvement next year..
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 increased 9.6% with 40.9% making progress. 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, 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 Speed of Trust 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 systems. The final portion asked their opinion about the four goals of the LCAP plan.

Educational Partner(s)	Process for Engagement
	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.
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 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 309 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. Parent Suggestion Box - The Parent Suggestion box is a form that parents can fill out to make suggestions or share ideas they have to

Educational Partner(s)	Process for Engagement
	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 225 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.

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 Speed of Trust sessions to build trust and improve communication, which helped in creating a more cohesive plan that considered diverse departmental insights. This year, the leadership team developed and deployed a new Change Model that has resulted in seven project teams that are working on specific improvements based on input from staff, scholars, and families. This approach to change starts with ideas from our educational partners and builds on them.

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. Monthly 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%	2023-24 100%	100%	0%
1.2	% of students who have access to standards-aligned instructional materials according to the Williams' Textbook Sufficiency Report	Sufficient	Sufficient	Sufficient	Sufficient	No difference
1.3	Facilities in "Good" Repair as Measured by Facility Inspection Tool (FIT)	Good	Good	Exemplary	Exemplary	Increased to Exemplary

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	4 or 5 in all subjects	4 or 5 in all subjects	5 in all subjects	Increased 1 Level
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) 47% SBAC ELA (11) 54% SED SBAC ELA (3-8) 38% SBAC ELA (11) 47% SpEd SBAC ELA (3-8) 31% SBAC ELA (11) 0% EL SBAC ELA (ALL GRADES) 3% Homeless SBAC ELA (3-8) 37% SBAC ELA (11) 57%	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) -1% SBAC ELA (11) +1% SED SBAC ELA (3-8) +2% SBAC ELA (11) -10% SpEd SBAC ELA (3-8) -12% SBAC ELA (11) -40% EL SBAC ELA (ALL GRADES) -7% Homeless SBAC ELA (3-8) +20 SBAC ELA (11) -10

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) 35% SBAC Math (11) 46% SED SBAC Math (3-8) 20% SBAC Math (11) 33% SpEd SBAC Math (3-8) 14% SBAC Math (11) 40% EL SBAC Math (all grades) 3% Homeless SBAC Math (3-8) 24% SBAC Math (11) 29%	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) +8% SBAC Math (11) +33% SED SBAC Math (3-8) +3% SBAC Math (11) +14 SpEd SBAC Math (3-8) -16% SBAC Math (11) +40 EL SBAC Math (all grades) -2% Homeless SBAC Math (3-8) +18% SBAC Math (11) +7%
1.7	CAASPP Participation rate	ELA 89% Math 89%	ELA 91% Math 91%	ELA 96% Math 96%	ELA 95% Math 95%	ELA +7 Math +7
1.8	Percentage of English Learner who made progress toward English	64% making progress	31% making progress	40.9% making progress	60% making progress	-23.1%

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Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
	Proficiency measured by ELPAC					
1.9	EL Reclassification Rate	23%	14%	10.5%	50%	-12.5%
1.10	CAST	Schoolwide CAST 30% SED CAST 19%	Schoolwide CAST 34% SED CAST 34%	Schoolwide CAST 36% SED CAST 29%	Schoolwide CAST 40% SED CAST 40%	Schoolwide CAST +6% SED CAST +10%
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	Grades 3-8 56.0% “At/Above Grade-level” Grade 11		Grades 3-8 60% “At/Above Grade-level” Grade 11	Grades 3-8 +22% “At/Above Grade-level” Grade 11

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		12% “At/Above Grade-level”	65.0% “At/Above Grade-level”		60% “At/Above Grade-level”	+53% “At/Above Grade-level”
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 [2025-26]

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. All EM scholars were rostered in Lexia and NearPod EL, with the team trained and ready to provide targeted language acquisition instruction. The EM team is also using resources from Cengage and Vista as they review for future alternate ELD curriculum. Tutors planned lessons to implement ELD standards-based lessons that focus on phonemic awareness, vocabulary, reading comprehension, fluency, and writing. Progress monitoring systems are in place via our Headquarters to track scholar

growth, and we are monitoring scholars that may need ongoing support for staff to ensure effective use of curriculum and instructional strategies.

The school 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. Scholars with special needs participated in the CAA when appropriate. This participation contributed to an increase in overall participation and a reduction of the LOSS penalty.

We've maintained a formal curriculum review process to ensure all instructional materials are standards-aligned, rigorous, and meet scholar needs. This includes the integration of Bright Thinker as a digital core curriculum resource and a full audit of current materials. We are also revising the Board-Approved Curriculum list to reflect updated offerings and compliance expectations. This process supports stronger instructional alignment and program clarity across all grade spans.

Substantive Differences Between Planned and Actual Implementation:

There were no substantive differences between planned and actual implementation.

Challenges:

Ensuring all targeted scholars RSVP and attend intervention sessions required additional outreach and follow-up, suggesting a challenge in consistent engagement. We are continuing our search for a learning platform that enables the tracking of session attendance for all support classes.

Successes:
Strategic efforts to increase state assessment participation, particularly among African American families, resulted in an increase in participation to 96% which meant that we did not incur a LOSS penalty. Our African American scholars increased 32.2 points in ELA and 36.6 points in Math. Our overall participation rate was 94% and scores increased by 13.8 points in ELA and 22.6 Points in Math. Scholars with Disabilities increased 32 points in ELA and 35 points in Math.

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

There were no material differences between budgeted and 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.

Effective practices:
ELD Materials and Instruction (Action 1.3): This action has demonstrated significant effectiveness for Emergent Multilingual Scholars (EMS). Mid-year data shows that 20% of EMS scholars attending at least half of their tutoring sessions moved up a benchmark category, a substantial increase from just 5% in the previous year. Furthermore, average EL tutoring attendance rose to 57%, continuing a multi-year upward trend. The Cengage/National Geographic pilot has also seen high levels of engagement, particularly from scholars who were previously unengaged
.
Multi-Tiered System of Supports (MTSS) (Action 1.8): The MTSS framework is yielding strong results in intervention efficacy. As of the mid-year update, 33% of scholars completely tested out of needing intervention support. Additionally, scholars with 504 plans showed growth, with 68% at or above grade level in Reading (a 5% increase from the previous year) and 61% at or above grade level in Math.

Support for Scholars with Special Needs (Action 1.1): The full implementation of the TeachTown curriculum is considered "On Track". To increase its effectiveness, the school added a monthly TeachTown academy to improve how staff and scholars utilize these materials

Emerging practices
Summer School Interventions (Action 1.4): While the RTI Virtual Summer Camp was successfully held in July 2025, participation was a challenge. Only 22% of invited unduplicated scholars RSVP'd to participate. However, for those who did attend, engagement was relatively high, with 63% meeting at least half of the minute expectations and 50% participating for the full four weeks

.

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.

English Language Development (ELD): For the 2025-26 school year, the school is proposing a title change for Action 1.3 to "Enhancing Language Proficiency and Reclassification Readiness" or "Targeted Language Support for Emergent Multilingual Scholars". The updated description will emphasize accelerating language acquisition and increasing reclassification rates as measured by ELPI growth
.
Curriculum Alignment: A formal curriculum review is underway for the 2025-2026 school year to ensure materials are rigorous and meet scholar needs, which includes the integration of Bright Thinker as a digital core resource and an audit of current materials.

Reading Screeners: Beginning in 2025-26, the school will implement Amira Learning as an adaptive reading screener for K-2 scholars to proactively identify reading difficulties, aligning with new California statewide requirements.

Tutoring Expansion: Action 1.8 has been updated to include UPchieve, providing on-demand, 24/7 tutoring for all scholars in grades 6-12.

State Assessment Participation: In response to prior "LOSS penalties" regarding participation rates, the school is implementing a new incentive plan and "WOW" sessions for parents to emphasize the importance of state testing

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 interactive ELD curriculum that models strategies for Emergent Multilingual Scholars (EMS) to master phonemic awareness, spelling, academic vocabulary, reading comprehension, fluency, and writing.	$142,379.00	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.	$1,812.00	Yes

Action #	Title	Description	Total Funds	Contributing
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
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

Action #	Title	Description	Total Funds	Contributing
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	71% staff participation 16% Scholar participation 29% Parent/ LC participation	81% staff participation 17% Scholar participation 28% Parent/ LC participation	75% staff participation 10% Scholar participation 21% Parent/ LC participation	90% staff participation 60% Scholar participation 60% Parent/ LC participation	Staff participation: +13% Parent participation: 0 Scholar participation:-1%
2.2	% of students reporting on the school climate survey that they feel safe at school	77%	99%	100%	80%	+22%
2.3	Building Relationships Between School Staff	4 or 5 in all areas	4 or 5 in all areas	4 or 5 in all areas	5 in all areas	0

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
	and Families rating on the Local Indicators					
2.4	Building Partnerships for Student Outcomes rating on the Local Indicators	4 or 5 in all areas	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	4 or 5 in all areas	5 in all areas	0
2.6	Attendance Rates	95%	95%	97%	>90%	0

Goal Analysis [2025-26]

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.

Implementation of Goal 2: Increase scholar and parent engagement and involvement is currently "On Track," with significant progress made in creating a safe digital learning environment, providing targeted parent support, and refining leadership and mental health frameworks
.
Successes in Implementation
Technological Access and Security: The school has successfully maintained 1:1 technology access, distributing 1,218 devices to new and testing scholars. To ensure a safe environment, 19 apps were added to the Clever portal to support single sign-on (SSO) and multi-factor authentication, while Chromebooks now enforce content filtering and secure email communication
.
Learning Coach Academy: This program has seen strong engagement, with approximately 87 registrants participating in sessions covering diverse topics such as AI, time management, and CAASPP test preparation
.
Scholar Leadership: The Scholar Leadership Council is successfully implementing the Leader In Me curriculum, with some members having completed the program.
.
English Learner Engagement: A curriculum pilot using Cengage (National Geographic) for grades 6-12 has led to increased participation, particularly among scholars who were previously not engaged
.
Substantive Differences in Planned vs. Actual Actions
Reflections on practice have led to several adjustments to the original planned actions for Goal 2:
Mental Health Framework: Rather than just establishing partnerships, the school is currently piloting a centralized referral process for Tier 2 and Tier 3 supports to reduce service duplication and ensure a "seamless continuum of care" across all grade levels
.

Engagement Activity Scope: Action 2.8 was specifically updated to include "end-of-year scholar celebrations." This change was made to ensure that specific fiscal charges for these events align correctly with the goal's objectives
.
Leadership Curriculum: The planned action for scholar input was enhanced by the integration of the Leader In Me curriculum to build specific leadership capacity within the council
.
Relevant Challenges
Service Coordination: The need to pilot a centralized referral system highlights a prior challenge with service duplication in the school's mental health infrastructure
.
Subgroup Participation Gaps: While engagement offerings are available to all, data shows varying registration rates among subgroups. For instance, as of April 2026, 19% of SED scholars registered for engagement offerings, compared to only 12% of EL scholars and 14% of homeless scholars
.
Administrative Fiscal Planning: There are ongoing discussions regarding how to potentially include administrative costs for virtual meetings, such as those for the English Learner Advisory Committee (ELAC), which currently have no associated cost

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 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), 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.

Changes to Planned Actions and Infrastructure
Mental Health Framework (Action 2.1): To address the challenge of service duplication, the school is now piloting a centralized referral process for Tier 2 and Tier 3 supports. This change aims to expand clinical reach across all grade levels (K-12) and ensure a more seamless continuum of care for scholars and families
.

Scholar Leadership Curriculum (Action 2.2): For the 2025-26 school year, the Scholar Leadership Council has integrated the Leader In Me curriculum into its planned activities. This addition is specifically designed to build leadership capacity within the council and provide staff with resources to support both scholars and parents
.
Scholar Engagement Scope (Action 2.8): The description for this action was updated to explicitly include "end-of-year scholar celebrations". This modification was made to ensure that specific fiscal charges (identified as codes 5812-090 and 5830-090) are accurately aligned with the goal's objectives

Refined Focus on Technology and Security
Safe Online Environment (Action 2.5): The school has refined its approach to digital safety by incorporating managed digital systems and expanding the use of the Clever portal. By adding 19 specific apps to Clever, the school has implemented secure single-sign on (SSO) and multi-factor authentication (MFA) to reduce password exposure and better protect scholar data.

Metric 1 was updated to only include the participation rates. Past reports included extraneous data that was unnecessary. The participation numbers were not altered.
.

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

Action #	Title	Description	Total Funds	Contributing
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
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.	$52,023.00	Yes

Action #	Title	Description	Total Funds	Contributing

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%	100%	0
3.2	% of students prepared for college	25%	22%	32.7%	50%	-3%
3.3	HS Graduation Rate	61% SED 69%	66% SED 61%	71.9% SED 76.7%	>75%	+5% SED -8%
3.4	a-g completion	12%	15%	26%	50%	50%

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
						+3%
3.5	CTE Pathway Completion	0	0	0	10%	0
3.6	Both CTE & a-g Completion	0	0	0	10%	0
3.7	College credit courses completed	12%	18%	20%	50%	+6%
3.8	%of graduates earning a Golden State Seal Merit Diploma	29%	31%	51%	35%	+2%

Goal Analysis [2025-26]

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.

Successes in Implementation
High Credit Recovery Achievement: The July 2025 high school summer school program was highly effective, with 75% of participants focused on credit recovery. This contributed to the 72% graduation rate.

.
Robust Support for Homeless Scholars: The Scholar Community Advocate (SCA) has successfully established a system for identifying and supporting families experiencing homelessness
.
Five-Year Cohort Interventions: The school has finalized tasks to provide targeted interventions—including concurrent enrollment and summer school—specifically for scholars requiring an additional year to meet graduation requirements
Substantive Differences in Planned vs. Actual Actions

The most significant difference between the original plan and actual implementation involves the school's data infrastructure:
Data System Replacement (Action 3.2): The school originally planned to use the Abre data suite to track retention rates and identify trends among subgroups. However, reflections on practice led to a shift in strategy, and Abre is being replaced with EduClimber and Parsec Analytics to better meet these tracking needs. For the 2026-2027 school year, the school is looking at building capacity within its IT team to perform these analytics in house to ensure stability and accuracy.

.
Relevant Challenges
.
Fluctuating Subgroup Populations: Data for homeless scholars shows a dynamic population; requiring constant monitoring by the Scholar Community Advocate to ensure no scholar loses access to necessary services
.
Overall, Goal 3 remains focused on removing barriers for scholars at risk of academic failure through flexible credit options and dedicated advocacy for those facing economic or housing instability
.

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.

Actual expenditures exceeded the projected expenditure totals. This is due to the inclusion of payroll expenditures for counseling and AVID. Adjustments will be made to allow for these expenses next year.

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

Highly Effective Actions
Support for Scholars with Special Needs (Action 3.4):This action has been highly effective in expanding opportunities for vulnerable populations. The school successfully created and implemented a full Alternative Diploma track specifically designed to support the transition of scholars with special needs.
Course Scheduling and Graduation Support (Action 3.5):The focus on personalized scheduling—including concurrent enrollment and summer school—has likely contributed to the dramatic rise in the HS Graduation Rate, which jumped from a 61% baseline to 71.9% in Year 2. The impact on Socioeconomically Disadvantaged (SED) scholars was even more pronounced, rising from 69% to 76.7%.

Effective but Ongoing Actions
AVID Program (Action 3.3):This action is considered On Track. Writing strategies have been delivered in academic sessions, and 30 staff members attended AVID professional learning. While academic rigor is being integrated, the decline in a-g completion suggests that these strategies may need more time to translate into standard metric growth.
Course Offerings (Action 3.1):The school successfully finalized tasks to annually review and update the course catalog to ensure a broad course of study, which has effectively maintained 100% course access for all scholars.

Ineffective or Challenging Actions

CTE Pathway Completion (Metric 3.5):Actions to date have been ineffective in producing graduates with CTE completions. The Year 2 outcome remains at 0, significantly missing the target of 10%.
Support for College Preparedness (Metric 3.2): Data indicates a significant challenge in this area; overall college preparedness rose significantly from 25% to 32.7%.

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.

Changes to Planned Actions and Strategy

Alternative Diploma Pathways (Action 3.4): Reflections on the needs of scholars with special needs led to the successful creation and implementation of a full Alternative Diploma track. This represents a shift from the development phase to a fully operational program designed to support transition-aged scholars (18–22)
.
AVID Professional Learning Frequency (Action 3.3): To increase schoolwide implementation and buy-in, the school has committed to offering quarterly professional learning for all academic staff, a refinement from more sporadic earlier sessions.

Course Catalog Review (Action 3.1): Tasks have been finalized to conduct an annual review and update of the course catalog to ensure a broad course of study is maintained and remains accessible to all scholars, including those with disabilities

The school is exploring a partnership with four charter schools and a Community College to create a consortium to provide access to CTE pathways that culminate in a Capstone course at the CC. Enrollment in two courses will begin in the Fall of the 2026-27 SY.

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

Action #	Title	Description	Total Funds	Contributing
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

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%	13%	<10%	+4%
4.2	Middle School dropout rate	3.9%	1.69%	4.02%		+.03%
4.3	Suspension Rate*	0	0	0	0	0
4.4	Expulsion Rate*	0	0	0	0	0
4.5	Chronic Absenteeism Rate*	Overall 3.3%	.4%	4.5%	Overall <5%	-2.9%

Goal Analysis [2025-26]

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.

Successes in Implementation
Highly Effective Credit Recovery: The high school summer school program in July 2025 was a major success, with 75% of participants focused on credit recovery
. Notably, 92% of these scholars passed at least one course, and 83% passed every credit recovery course they attempted

.
Support for Homeless Scholars (Action 4.5): The Scholar Community Advocate (SCA) has effectively identified and supported vulnerable families. As of April 2026, 87 scholars (14.15%) in the San Diego region were identified and properly coded in the Student Information System to receive essential connections to housing, food, and mental health services

New Re-engagement Strategy: In response to data on summer course completion, the school is implementing a new post-summer re-engagement plan
. This involves prioritized credit recovery placement in the early fall for scholars who did not successfully complete their summer courses

Decreasing Dropout Rates: While Year 1 outcomes showed a significant increase in the HS Dropout Rate to 24%, the Year 2 outcome saw an decrease to 13%, making progress towards the target of keeping it below 10%
. The middle school dropout rate rose slightly from 3.9% in Year 1 to 4.02% in Year 2
.
Overall Chronic Absenteeism: The overall chronic absenteeism rate rose slightly to 4.5% in the Year 2 outcome, which is below the target of <5%, but needs to be monitored.
.
Dynamic Populations: Identifying and maintaining resource connections for homeless scholars is a constant challenge due to the high mobility of the population; identified numbers in the San Diego region fluctuated from 93 scholars in December 2025 to 87 in April 2026

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

There were no significant differences between 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.

Highly Effective Actions
High School Summer School (Action 4.1): This action has been highly effective in supporting credit recovery. In July 2025, 75% of participants focused on credit recovery, with 92% passing at least one course and 83% passing all attempted courses

Targeted African American Absenteeism Support (Action 4.2): This initiative has seen significant success. The chronic absenteeism rate for African American scholars dropped from a 22.2% baseline to 8.5% in the Year 2 outcome, representing a major improvement toward the <5% target
.
Support for Homeless Scholars (Action 4.5): The Scholar Community Advocate (SCA) has effectively identified and supported vulnerable families. Scholars were identified and properly coded in the Student Information System to receive essential connections to housing, food, and mental health services
.
Actions with Mixed or Stalled Effectiveness
Overall Retention Tracking (Action 4.3): The implementation of the Abre data suite was deemed ineffective for identifying trends and supporting at-promise scholars
. As a result, the school is replacing Abre with Parsec Analytics, and internal systems to better track retention rates by grade level and subgroup
.
HS Dropout Rate (Metric 4.1): While the dropout rate is improved from the 20% baseline, it rose to 13% in the Year 2 outcome after having been as low as 7% in Year 1, missing the target of <10%
.
Overall Chronic Absenteeism (Metric 4.5): Effectiveness has been inconsistent schoolwide. Despite gains with African American scholars, the overall chronic absenteeism rate rose to 6.8% in Year 2, which is above the 6.4% baseline and the <5% target
.
Future Strategy Adjustments
Based on reflections of prior practice, the school is implementing a new post-summer re-engagement plan for scholars who do not complete their summer courses
. This will include prioritized credit recovery placement in the early fall to more effectively serve those facing barriers to graduation

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.

Post-Summer Re-engagement Plan: To increase the impact of summer programming, the school is implementing a new re-engagement plan specifically for scholars who did not complete their summer courses. This plan includes prioritized early fall credit recovery placement to ensure these scholars do not fall further behind
.
Targeted Attendance Monitoring (Action 4.2): The strategy has been refined to include individualized plans for each scholar and the use of the new data systems to provide "early alerts" to staff when attendance issues first arise
.
Metric and Reporting Adjustments
Streamlining Metrics: The school updated the reporting for its metrics to remove extraneous data that was deemed unnecessary in past reports. This change is intended to provide greater clarity on actual participation and outcome numbers without altering the underlying data

.
Focus on Impact: The analysis notes that these refinements aim to specifically reduce dropout rates and more effectively serve scholars who express a disconnection from the school learning environment
.
These changes reflect a shift toward more robust data analytics and immediate follow-up interventions for scholars who struggle to complete traditional or summer coursework.

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 [2025-26]

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 [2026-27]

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	

2026-27 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	$47,563.00	$0.00	$5,100.00	$6,626,158.00	$5,035,174.00	$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	Schoolwide	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	Schoolwide	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	
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	

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
					)											
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	Schoolwide	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	Schoolwide	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	Schoolwide	English Learners Foster Youth Low Income	All Schools		$52,023.00	$0.00	$4,460.00	$47,563.00			$52,023.00	
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	Schoolwide		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	
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	

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	4.3	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	Schoolwide Limited to Unduplicated Student Group(s)	Low Income	All Schools		$19,288.00	$0.00	$19,288.00				$19,288.00	

2026-27 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	

2025-26 Annual Update Table

Totals	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Expenditures (Total Funds)
Totals	$6,578,595.00	$6,747,921.00

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	$4,841,239.00	$4,841,239.00
1	**1.2**	Standards-aligned instructional materials	No	$1,264,530.00	$1,264,530.00
1	**1.3**	ELD Materials	Yes	$142,379.00	$142,379.00
1	**1.4**	Professional Development for staff serving EL scholars	Yes	$1,812.00	$1,812.00
1	**1.5**	MTSS Supports	Yes	$79,659.00	$138,951.00
1	**1.7**	Increased participation on state assessments	No	$7,182.00	$4,500.00
1	**1.9**	Support for scholars with special needs	No	$21,684.00	$21,684.00
1	**1.10**	Professional Development on serving scholars with special needs	No	$2,000.00	$700.00
1	**1.11**	Summer School Interventions	Yes	$14,127.00	$14,127.00
2	**2.1**	Annual Survey	No	$3,591.00	$2,000.00
2	**2.2**	Technology Access for SED scholars	Yes	$32,169.00	$112,593.00

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	$12,927.00	$12,927.00
2	2.4	ELAC	Yes	$5,100.00	$1,500.00
2	2.5	Parent and Scholar input	No		$5,218.00
2	2.6	Learning Coach Academy	No		$90.00
2	2.7	Scholar Engagement Activities	Yes	$53,875.00	$53,875.00
2	2.8	Mental Health Supports	Yes	$4,460.00	$4,460.00
3	3.1	Course Offerings	No		$311.00
3	3.2	RAMP Certification	No	$1,247.00	$1,247.00
3	3.3	AVID Program	Yes	$8,538.00	$23,084.00
3	3.4	Program for Scholars with Special needs	No	$2,693.00	$500.00
3	3.5	Course Scheduling	Yes	$22,572.00	$32,270.00
4	4.1	Credit Recovery	No	$24,789.00	$24,789.00
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		$1,440.00
4	**4.5**	Support for Homeless Scholars	Yes	$19,288.00	$28,961.00

2025-26 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)
	$5,225,218.00	$5,395,251.00	($170,033.00)	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	$4,841,239.00	$4,841,239.00		
1	1.3	ELD Materials	Yes	$142,379.00	$142,379.00		
1	1.4	Professional Development for staff serving EL scholars	Yes	$1,812.00	$1,812.00		
1	1.5	MTSS Supports	Yes	$79,659.00	$138,951.00		
1	1.11	Summer School Interventions	Yes	$14,127.00	$14,127.00		
2	2.2	Technology Access for SED scholars	Yes	$32,169.00	$112,593.00		
2	2.4	ELAC	Yes	$5,100.00	$1,500.00		
2	2.7	Scholar Engagement Activities	Yes	$53,875.00	$53,875.00		
2	2.8	Mental Health Supports	Yes	$4,460.00	$4,460.00		
3	3.3	AVID Program	Yes	$8,538.00	$23,084.00		
3	3.5	Course Scheduling	Yes	$22,572.00	$32,270.00		
4	4.5	Support for Homeless Scholars	Yes	$19,288.00	$28,961.00		

2025-26 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		0.0	0.000%	$5,395,251.00	0.000%	53.438%	$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 2026-27, 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 32627(d), to provide the information identified above or to include actions funded with LREBG funds within the 2026-27, 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

- 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 32627(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.

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- 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).

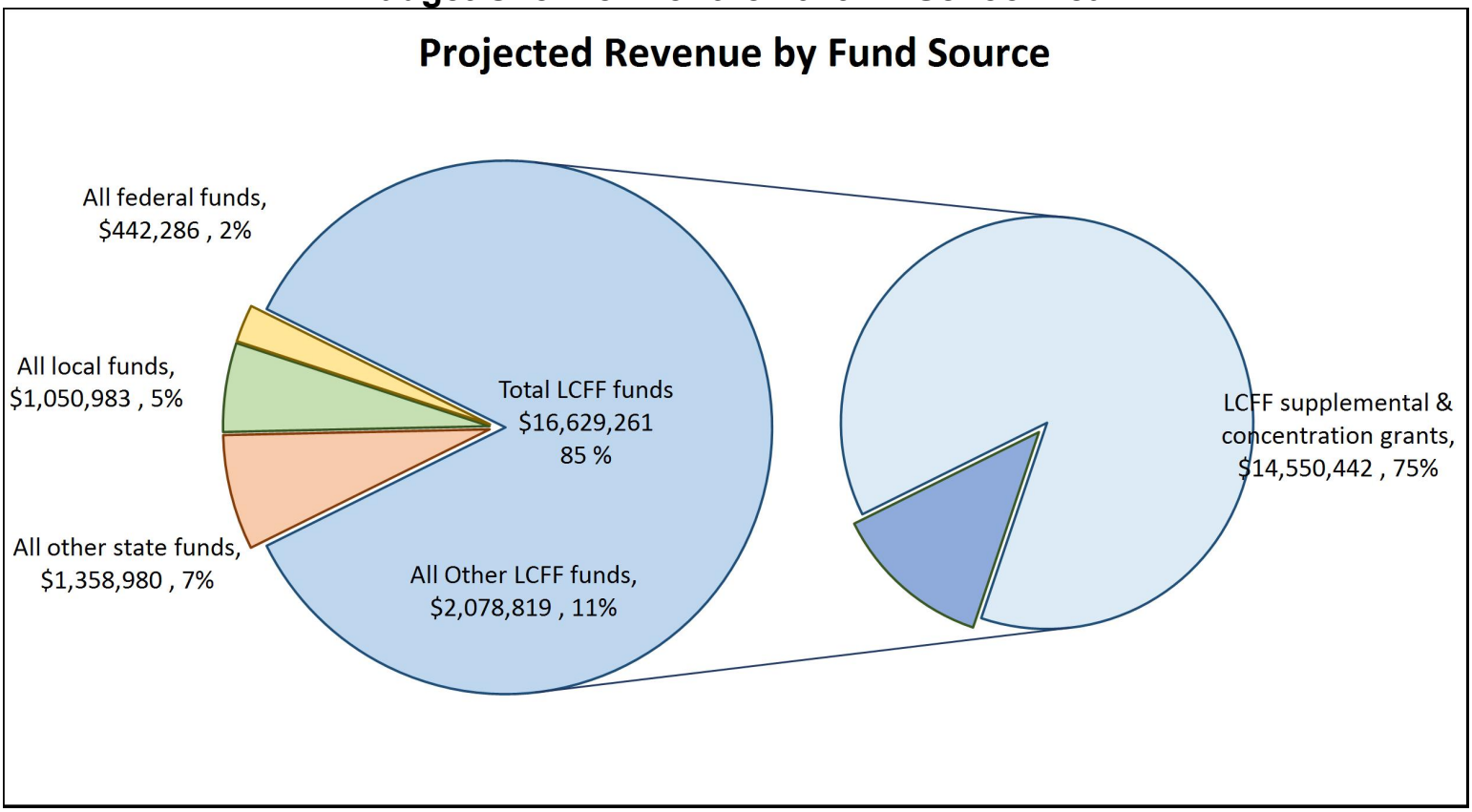
California Department of Education
November 2024

LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Compass Charter Schools Los Angeles
CDS Code: 10623310130880
School Year: 2026-27
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 2026-27 School Year

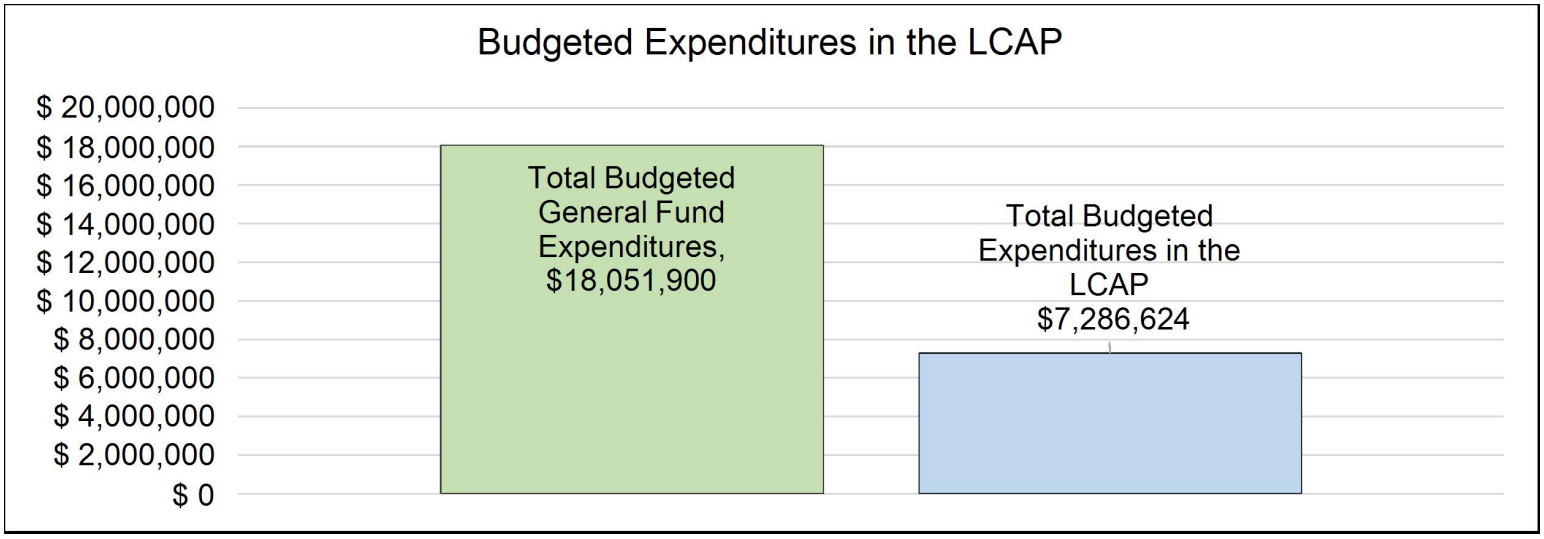


This chart shows the total general purpose revenue Compass Charter Schools Los Angeles expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for Compass Charter Schools Los Angeles is $19,481,510, of which $16,629,261 is Local Control Funding Formula (LCFF), $1,358,980 is other state funds, $1,050,983 is local funds, and $442,286 is federal funds. Of the $16,629,261 in LCFF Funds, $14,550,442 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 2026-27. It shows how much of the total is tied to planned actions and services in the LCAP.

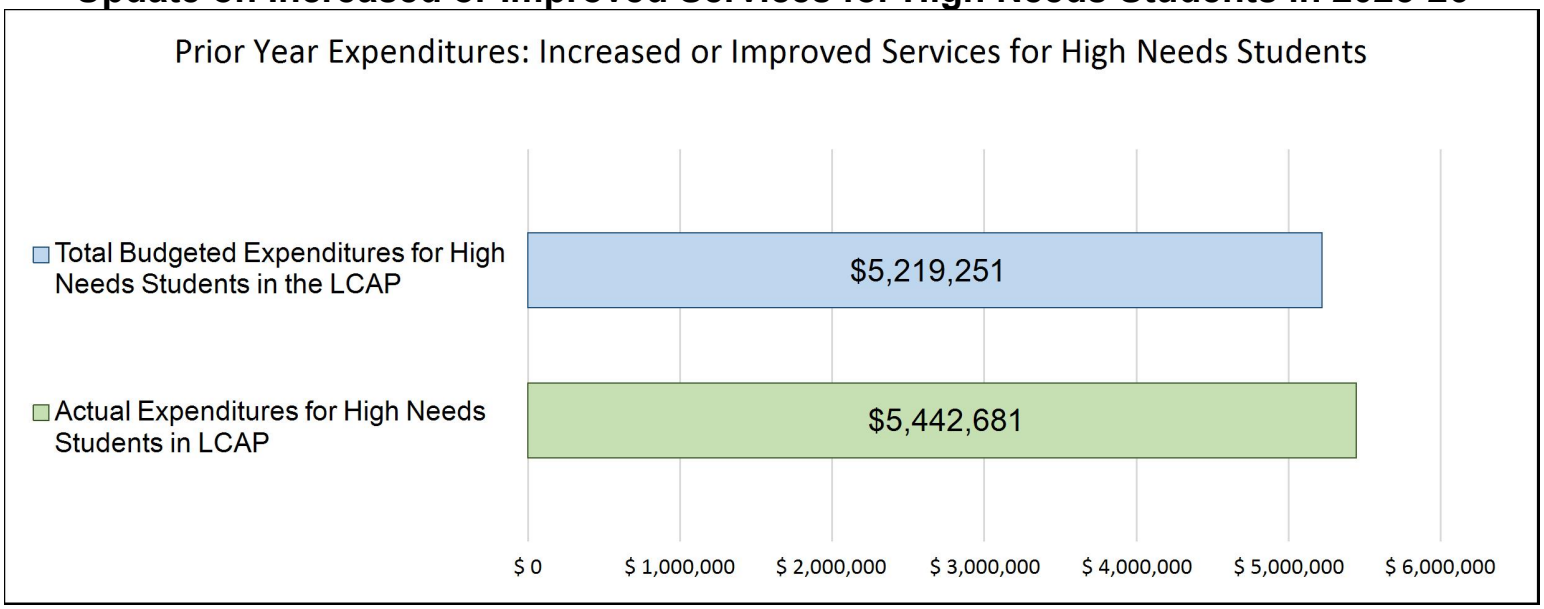
The text description of the above chart is as follows: Compass Charter Schools Los Angeles plans to spend $18,051,900 for the 2026-27 school year. Of that amount, $$7,286,624 is tied to actions/services in the LCAP and $10,765,276 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

Increased or Improved Services for High Needs Students in the LCAP for the 2026-27 School Year

In 2026-27, Compass Charter Schools Los Angeles is projecting it will receive $14,550,442 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 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 2025-26



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 2025-26, Compass Charter Schools Los Angeles's LCAP budgeted $5,219,251 for planned actions to increase or improve services for high needs students. Compass Charter Schools Los Angeles actually spent $5,442,681 for actions to increase or improve services for high needs students in 2025-26.

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 [2026-27]

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, and 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. In 2025 the participation rate increased from 90% to 94% which reduced the previously high LOSS penalty that negatively impacted the school's ranking. The school has added a goal to increase participation to 95% in order to continue to avoid the LOSS penalty. Our ELA scores increased 13.8 points and Math increased 22.6 points.

Although the school was not assigned a color due to low numbers, 42% of our EL scholars are making progress towards language proficiency. This increased by 5.3%. 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.

Our graduation rate declined 3.9% at 75.7%. The school continues to work towards a 100% graduation rate by providing support to scholars in every HS grade level and by identifying scholars who are not on track to graduate so that they can take advantage of summer school courses to get them back on track.

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 2025-2026 school year, additional core curriculum was also fully implemented for scholars with special needs.

Reflections: Technical Assistance

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

Compass Charter School of LA was 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 in the 2023-24 school year. 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. In 2025 we achieved a 96% participation rate which eliminated the LOSS penalty.

In 2024 and 2025 African American scholars are out of the red in all categories. They increased in ELA by 32.2 points, which moved them to the Yellow rating. In Math, we saw an increase of 36.6 points, which moved them into the Yellow 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 an 8.5%% rate of chronic absenteeism, which was a 3.9% decrease and therefore resulted in a Green 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 Speed of Trust 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 systems. The final portion asked their opinion about the four goals of the LCAP plan.

Educational Partner(s)	Process for Engagement
	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.
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 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 309 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. Parent Suggestion Box - The Parent Suggestion box is a form that parents can fill out to make suggestions or share ideas they have to

Educational Partner(s)	Process for Engagement
	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 225 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.

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 Speed of Trust sessions to build trust and improve communication, which helped in creating a more cohesive plan that considered diverse departmental insights. This year, the leadership team developed and deployed a new Change Model that has resulted in seven project teams that are working on specific improvements based on input from staff, scholars, and families. This approach to change starts with ideas from our educational partners and builds on them.

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. Monthly 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%	2023-24 100%	100%	0
1.2	% of students who have access to standards-aligned instructional materials according to the Williams' Textbook Sufficiency Report	Sufficient	Sufficient	Sufficient	Sufficient	0
1.3	Facilities in "Good" Repair as Measured by	Exemplary	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	5 in all subjects	Increase of 1 level
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) 42% SBAC ELA (11) 55% SED SBAC ELA (3-8) 39% SBAC ELA (11) 48% African American SBAC ELA (3-8) 43% SBAC ELA (11) 50% SpEd SBAC ELA (3-8) 13% SBAC ELA (11) 22%	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) +4% SBAC ELA (11) -8% SED SBAC ELA (3-8) +6% SBAC ELA (11) -10% African American SBAC ELA (3-8) +11% SBAC ELA (11) -17% SpEd SBAC ELA (3-8) -6% SBAC ELA (11) -28%
1.6	CAASPP Math	Schoolwide	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) 27% SBAC Math (11) 29% SED SBAC Math (3-8) 26% SBAC Math (11) 16% African American SBAC Math (3-8) 11% SBAC Math (11) 50% SpEd SBAC Math (3-8) 15% SBAC Math (11) 22%	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) -1% SBAC Math (11) +1% SED SBAC Math (3-8) +5% SBAC Math (11) -9% African American SBAC Math (3-8) -5% SBAC Math (11) +17% SpEd SBAC Math (3-8) -3% SBAC Math (11) +22%
1.7	CAASPP Participation rate	ELA 84% Math 84%	ELA 90% Math 89%	ELA 94% Math 94%	ELA 95% Math 95%	ELA +10% Math +10%
1.8	Percentage of English Learner who made progress toward English Proficiency measured by ELPAC	63% making progress	37% making progress	42.1%	60% making progress	-20.9%
1.9	EL Reclassification Rate	23%	28%	10.5%	50%	-12.5%

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 31.6% SED CAST 25.5%	Schoolwide CAST 40% SED CAST 40%	Schoolwide CAST -.4% SED CAST +4.5%
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 [2025-26]

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. All EM scholars were rostered in Lexia and NearPod EL, with the team trained and ready to provide targeted language acquisition instruction. The EM team is also using resources from Cengage and Vista as they review for future alternate ELD curriculum. Tutors planned lessons to implement ELD standards-based lessons that focus on phonemic awareness, vocabulary, reading comprehension, fluency, and writing. Progress monitoring systems are in place via our Headquarters to track scholar

growth, and we are monitoring scholars that may need ongoing support for staff to ensure effective use of curriculum and instructional strategies.

The school 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. Scholars with special needs participated in the CAA when appropriate. This participation contributed to an increase in overall participation and a reduction of the LOSS penalty.

We've maintained a formal curriculum review process to ensure all instructional materials are standards-aligned, rigorous, and meet scholar needs. This includes the integration of Bright Thinker as a digital core curriculum resource and a full audit of current materials. We are also revising the Board-Approved Curriculum list to reflect updated offerings and compliance expectations. This process supports stronger instructional alignment and program clarity across all grade spans.

Substantive Differences Between Planned and Actual Implementation:

There were no substantive differences between planned and actual implementation.

Challenges:

Ensuring all targeted scholars RSVP and attend intervention sessions required additional outreach and follow-up, suggesting a challenge in consistent engagement. We are continuing our search for a learning platform that enables the tracking of session attendance for all support classes.

Successes:
Strategic efforts to increase state assessment participation, particularly among African American families, resulted in an increase in participation to 96% which meant that we did not incur a LOSS penalty. Our African American scholars increased 32.2 points in ELA and 36.6 points in Math. Our overall participation rate was 94% and scores increased by 13.8 points in ELA and 22.6 Points in Math. Scholars with Disabilities increased 32 points in ELA and 35 points in Math.

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

There were no material differences between budgeted and 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.

Effective practices:
ELD Materials and Instruction (Action 1.3): This action has demonstrated significant effectiveness for Emergent Multilingual Scholars (EMS). Mid-year data shows that 20% of EMS scholars attending at least half of their tutoring sessions moved up a benchmark category, a substantial increase from just 5% in the previous year. Furthermore, average EL tutoring attendance rose to 57%, continuing a multi-year upward trend. The Cengage/National Geographic pilot has also seen high levels of engagement, particularly from scholars who were previously unengaged
.
Multi-Tiered System of Supports (MTSS) (Action 1.8): The MTSS framework is yielding strong results in intervention efficacy. As of the mid-year update, 33% of scholars completely tested out of needing intervention support. Additionally, scholars with 504 plans showed growth, with 68% at or above grade level in Reading (a 5% increase from the previous year) and 61% at or above grade level in Math.

Support for Scholars with Special Needs (Action 1.1): The full implementation of the TeachTown curriculum is considered "On Track". To increase its effectiveness, the school added a monthly TeachTown academy to improve how staff and scholars utilize these materials

Emerging practices
Summer School Interventions (Action 1.4): While the RTI Virtual Summer Camp was successfully held in July 2025, participation was a challenge. Only 22% of invited unduplicated scholars RSVP'd to participate. However, for those who did attend, engagement was relatively high, with 63% meeting at least half of the minute expectations and 50% participating for the full four weeks

.

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.

English Language Development (ELD): For the 2025-26 school year, the school is proposing a title change for Action 1.3 to "Enhancing Language Proficiency and Reclassification Readiness" or "Targeted Language Support for Emergent Multilingual Scholars". The updated description will emphasize accelerating language acquisition and increasing reclassification rates as measured by ELPI growth
.
Curriculum Alignment: A formal curriculum review is underway for the 2025-2026 school year to ensure materials are rigorous and meet scholar needs, which includes the integration of Bright Thinker as a digital core resource and an audit of current materials.

Reading Screeners: Beginning in 2025-26, the school will implement Amira Learning as an adaptive reading screener for K-2 scholars to proactively identify reading difficulties, aligning with new California statewide requirements.

Tutoring Expansion: Action 1.8 has been updated to include UPchieve, providing on-demand, 24/7 tutoring for all scholars in grades 6-12.

State Assessment Participation: In response to prior "LOSS penalties" regarding participation rates, the school is implementing a new incentive plan and "WOW" sessions for parents to emphasize the importance of state testing

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
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

Action #	Title	Description	Total Funds	Contributing
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
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

Action #	Title	Description	Total Funds	Contributing
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	71% staff participation 16% Scholar participation 29% Parent/ LC participation	81% staff participation 17% Scholar participation 28% Parent/ LC participation	75% staff participation 10% Scholar participation 21% Parent/ LC participation	90% staff participation 60% Scholar participation 60% Parent/ LC participation	Staff participation: +4% Scholar participation: -6% Parent participation: -8%
2.2	% of students reporting on the school climate survey that they feel safe at school	74%	99%	100%	80%	+25%

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	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	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	4 or 5 in all areas	5 in all areas	0
2.6	Attendance Rates	95%	95%	97%	>90%	0

Goal Analysis [2025-26]

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.

Implementation of Goal 2: Increase scholar and parent engagement and involvement is currently "On Track," with significant progress made in creating a safe digital learning environment, providing targeted parent support, and refining leadership and mental health frameworks

.

Successes in Implementation

Technological Access and Security: The school has successfully maintained 1:1 technology access, distributing 1,218 devices to new and testing scholars. To ensure a safe environment, 19 apps were added to the Clever portal to support single sign-on (SSO) and multi-factor authentication, while Chromebooks now enforce content filtering and secure email communication

.

Learning Coach Academy: This program has seen strong engagement, with approximately 87 registrants participating in sessions covering diverse topics such as AI, time management, and CAASPP test preparation

.

Scholar Leadership: The Scholar Leadership Council is successfully implementing the Leader In Me curriculum, with members having completed the program.

.

English Learner Engagement: A curriculum pilot using Cengage (National Geographic) for grades 6-12 has led to increased participation, particularly among scholars who were previously not engaged

.

Substantive Differences in Planned vs. Actual Actions

Reflections on practice have led to several adjustments to the original planned actions for Goal 2:
Mental Health Framework: Rather than just establishing partnerships, the school is currently piloting a centralized referral process for Tier 2 and Tier 3 supports to reduce service duplication and ensure a "seamless continuum of care" across all grade levels
.
Engagement Activity Scope: Action 2.8 was specifically updated to include "end-of-year scholar celebrations." This change was made to ensure that specific fiscal charges for these events align correctly with the goal's objectives
.
Leadership Curriculum: The planned action for scholar input was enhanced by the integration of the Leader In Me curriculum to build specific leadership capacity within the council
.
Relevant Challenges
Service Coordination: The need to pilot a centralized referral system highlights a prior challenge with service duplication in the school's mental health infrastructure
.
Subgroup Participation Gaps: While engagement offerings are available to all, data shows varying registration rates among subgroups. For instance, as of April 2026, 19% of SED scholars registered for engagement offerings, compared to only 12% of EL scholars and 14% of homeless scholars
.
Administrative Fiscal Planning: There are ongoing discussions regarding how to potentially include administrative costs for virtual meetings, such as those for the English Learner Advisory Committee (ELAC), which currently have no associated cost

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 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), 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.

Changes to Planned Actions and Infrastructure

Mental Health Framework (Action 2.1): To address the challenge of service duplication, the school is now piloting a centralized referral process for Tier 2 and Tier 3 supports. This change aims to expand clinical reach across all grade levels (K-12) and ensure a more seamless continuum of care for scholars and families
.
Scholar Leadership Curriculum (Action 2.2): For the 2025-26 school year, the Scholar Leadership Council has integrated the Leader In Me curriculum into its planned activities. This addition is specifically designed to build leadership capacity within the council and provide staff with resources to support both scholars and parents
.
Scholar Engagement Scope (Action 2.8): The description for this action was updated to explicitly include "end-of-year scholar celebrations". This modification was made to ensure that specific fiscal charges (identified as codes 5812-090 and 5830-090) are accurately aligned with the goal's objectives

Refined Focus on Technology and Security
Safe Online Environment (Action 2.5): The school has refined its approach to digital safety by incorporating managed digital systems and expanding the use of the Clever portal. By adding 19 specific apps to Clever, the school has implemented secure single-sign on (SSO) and multi-factor authentication (MFA) to reduce password exposure and better protect scholar data.

Metric 1 was updated to only include the participation rates. Past reports included extraneous data that was unnecessary. The participation numbers were not altered.
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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

Action #	Title	Description	Total Funds	Contributing
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 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 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

Action #	Title	Description	Total Funds	Contributing
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.	$60,457.00	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%	100%	0
3.2	% of students prepared for college	23.2% SED 26.5%	42% SED 37.5%	24.6% SED 12.8%	50%	+1.4% SED -13.7%
3.3	HS Graduation Rate	62.1% SED 48.6%	80% SED 76%	75.7% SED 70.8%	>75%	+13.6% SED +22.2%

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%	18.6%	50%	-5.5%
3.5	CTE Pathway Completion	0	0	0	10%	0
3.6	Both CTE & a-g Completion	0	0	0	10%	0
3.7	College credit courses completed	11%	33%	16%	50%	+5%
3.8	%of graduates earning a Golden State Seal Merit Diploma	58%	55%	44%	35%	-14%

Goal Analysis [2025-26]

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.

Successes in Implementation
High Credit Recovery Achievement: The July 2025 high school summer school program was highly effective, with 75% of participants focused on credit recovery. This contributed to the 75% graduation rate.

.
Robust Support for Homeless Scholars: The Scholar Community Advocate (SCA) has successfully established a system for identifying and supporting families experiencing homelessness
.
Five-Year Cohort Interventions: The school has finalized tasks to provide targeted interventions—including concurrent enrollment and summer school—specifically for scholars requiring an additional year to meet graduation requirements
Substantive Differences in Planned vs. Actual Actions

The most significant difference between the original plan and actual implementation involves the school's data infrastructure:
Data System Replacement (Action 3.2): The school originally planned to use the Abre data suite to track retention rates and identify trends among subgroups. However, reflections on practice led to a shift in strategy, and Abre is being replaced with EduClimber and Parsec

Analytics to better meet these tracking needs. For the 2026-2027 school year, the school is looking at building capacity within its IT team to perform these analytics in house to ensure stability and accuracy.

.

Relevant Challenges

Systemic Transition: While the move to new data platforms like Parsec and Clarity is intended to improve tracking, the current status for this specific action is listed as "N/A," reflecting the ongoing transition period between software suites

.

Fluctuating Subgroup Populations: Data for homeless scholars shows a dynamic population; requiring constant monitoring by the Scholar Community Advocate to ensure no scholar loses access to necessary services

.

Overall, Goal 3 remains focused on removing barriers for scholars at risk of academic failure through flexible credit options and dedicated advocacy for those facing economic or housing instability

.

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.

Actual expenditures exceeded the projected expenditure totals. This is due to the inclusion of payroll expenditures for counseling and AVID. Adjustments will be made to allow for these expenses next year.

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

Highly Effective Actions

Support for Scholars with Special Needs (Action 3.4):This action has been highly effective in expanding opportunities for vulnerable populations. The school successfully created and implemented a full Alternative Diploma track specifically designed to support the transition of scholars with special needs.

Course Scheduling and Graduation Support (Action 3.5):The focus on personalized scheduling—including concurrent enrollment and summer school—has likely contributed to the dramatic rise in the HS Graduation Rate, which jumped from a 62.1% baseline to 75.7% in Year 2. The impact on Socioeconomically Disadvantaged (SED) scholars was even more pronounced, rising from 48.6% to 70.8%.

Effective but Ongoing Actions

AVID Program (Action 3.3):This action is considered On Track. Writing strategies have been delivered in academic sessions, and 30 staff members attended AVID professional learning. While academic rigor is being integrated, the decline in a-g completion suggests that these strategies may need more time to translate into standard metric growth.

Course Offerings (Action 3.1):The school successfully finalized tasks to annually review and update the course catalog to ensure a broad course of study, which has effectively maintained 100% course access for all scholars.

Ineffective or Challenging Actions

RAMP Certification (Action 3.2): This action has experienced setbacks. While the program is high-quality, the Los Angeles site did not earn RAMP designation for the 2025/26 school year, missing the rubric requirements by 2-3 points. The school is now participating as a Program of Promise for 2027 to make the needed modifications.
CTE Pathway Completion (Metric 3.5):Actions to date have been ineffective in producing graduates with CTE completions. The Year 2 outcome remains at 0, significantly missing the target of 10%.
Support for SED College Preparedness (Metric 3.2): Data indicates a significant challenge in this area; while overall college preparedness rose slightly, the percentage of SED scholars prepared for college dropped from a 26.5% baseline to 12.8% in the Year 2 outcome.

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.

Changes to Planned Actions and Strategy
RAMP Certification Strategy (Action 3.2): After narrowly missing the rubric requirements for the 2025/26 school year by 2–3 points at the Los Angeles site, the school has adjusted its strategy
Instead of immediate re-application, the school will make necessary modifications and participate as a "Program of Promise" participant for 2027 to continue strengthening its counseling framework.

Alternative Diploma Pathways (Action 3.4): Reflections on the needs of scholars with special needs led to the successful creation and implementation of a full Alternative Diploma track. This represents a shift from the development phase to a fully operational program designed to support transition-aged scholars (18–22)
.
AVID Professional Learning Frequency (Action 3.3): To increase schoolwide implementation and buy-in, the school has committed to offering quarterly professional learning for all academic staff, a refinement from more sporadic earlier sessions.

Course Catalog Review (Action 3.1): Tasks have been finalized to conduct an annual review and update of the course catalog to ensure a broad course of study is maintained and remains accessible to all scholars, including those with disabilities

The school is exploring a partnership with four charter schools and a Community College to create a consortium to provide access to CTE pathways that culminate in a Capstone course at the CC. Enrollment in two courses will begin in the Fall of the 2026-27 SY.

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

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%	13%	<10%	-7%
4.2	Middle School dropout rate	6.94%	1.4%	4.33%	<10%	-2.61%
4.3	Suspension Rate*	0	0	0	0	0
4.4	Expulsion Rate*	0	0	0	0	0
4.5	Chronic Absenteeism Rate*	Overall 6.4% African American 22.2%	Overall 4% African American 12.3%	6.8% African American 8.5%	Overall <5% African American <5%	+.4% African American -13.7%

Goal Analysis [2025-26]

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.

Successes in Implementation
Highly Effective Credit Recovery: The high school summer school program in July 2025 was a major success, with 75% of participants focused on credit recovery
. Notably, 92% of these scholars passed at least one course, and 83% passed every credit recovery course they attempted
. This initiative directly enabled two scholars to graduate as part of the class of 2025 who might not have otherwise
.
Subgroup Attendance Improvement: Significant progress was made in reducing chronic absenteeism for African American scholars, which dropped from a 22.2% baseline to 8.5% in the Year 2 outcome
.
Vulnerable Population Advocacy: The Scholar Community Advocate (SCA) successfully established a system to identify and support families experiencing homelessness
Scholars were identified and correctly coded in the Student Information System (SIS) to ensure they receive essential housing, food, and mental health resources
.

New Re-engagement Strategy: In response to data on summer course completion, the school is implementing a new post-summer re-engagement plan
. This involves prioritized credit recovery placement in the early fall for scholars who did not successfully complete their summer courses
.
Relevant Challenges
Rising Dropout Rates: While Year 1 outcomes showed a significant drop in the HS Dropout Rate to 7%, the Year 2 outcome saw an increase to 13%, missing the target of keeping it below 10%
. Similarly, the middle school dropout rate rose from 1.4% in Year 1 to 4.33% in Year 2
.
Overall Chronic Absenteeism: Despite the success with the African American subgroup, the overall chronic absenteeism rate rose slightly to 6.8% in the Year 2 outcome, which is above the target of <5%
.
Dynamic Populations: Identifying and maintaining resource connections for homeless scholars is a constant challenge due to the high mobility of the population; identified numbers in the San Diego region fluctuated from 93 scholars in December 2025 to 87 in April 2026

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

There were no significant differences between 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.

Highly Effective Actions
High School Summer School (Action 4.1): This action has been highly effective in supporting credit recovery. In July 2025, 75% of participants focused on credit recovery, with 92% passing at least one course and 83% passing all attempted courses
. This success directly enabled two scholars to graduate who might not have otherwise
.
Targeted African American Absenteeism Support (Action 4.2): This initiative has seen significant success. The chronic absenteeism rate for African American scholars dropped from a 22.2% baseline to 8.5% in the Year 2 outcome, representing a major improvement toward the <5% target
.
Support for Homeless Scholars (Action 4.5): The Scholar Community Advocate (SCA) has effectively identified and supported vulnerable families. Scholars were identified and properly coded in the Student Information System to receive essential connections to housing, food, and mental health services
.
Actions with Mixed or Stalled Effectiveness
Overall Retention Tracking (Action 4.3): The implementation of the Abre data suite was deemed ineffective for identifying trends and supporting at-promise scholars
. As a result, the school is replacing Abre with Parsec Analytics, and internal systems to better track retention rates by grade level and subgroup
.
HS Dropout Rate (Metric 4.1): While the dropout rate is improved from the 20% baseline, it rose to 13% in the Year 2 outcome after having been as low as 7% in Year 1, missing the target of <10%
.
Overall Chronic Absenteeism (Metric 4.5): Effectiveness has been inconsistent schoolwide. Despite gains with African American scholars, the overall chronic absenteeism rate rose to 6.8% in Year 2, which is above the 6.4% baseline and the <5% target
.
Future Strategy Adjustments
Based on reflections of prior practice, the school is implementing a new post-summer re-engagement plan for scholars who do not complete their summer courses
. This will include prioritized credit recovery placement in the early fall to more effectively serve those facing barriers to graduation

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.

Post-Summer Re-engagement Plan: To increase the impact of summer programming, the school is implementing a new re-engagement plan specifically for scholars who did not complete their summer courses. This plan includes prioritized early fall credit recovery placement to ensure these scholars do not fall further behind
.

Targeted Attendance Monitoring (Action 4.2): While the action to reduce chronic absenteeism for African American scholars remains, the strategy has been refined to include individualized plans for each scholar and the use of the new data systems to provide "early alerts" to staff when attendance issues first arise

.

Metric and Reporting Adjustments

Streamlining Metrics: The school updated the reporting for its metrics to remove extraneous data that was deemed unnecessary in past reports. This change is intended to provide greater clarity on actual participation and outcome numbers without altering the underlying data

.

Focus on Impact: The analysis notes that these refinements aim to specifically reduce dropout rates and more effectively serve scholars who express a disconnection from the school learning environment

.

These changes reflect a shift toward more robust data analytics and immediate follow-up interventions for scholars who struggle to complete traditional or summer coursework.

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

Action #	Title	Description	Total Funds	Contributing
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..	$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 [2025-26]

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 [2026-27]

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
9.340%	81.541%	$10,427,347.00	90.881%

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	

2026-27 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	$14550442	$1,358,980	9.340%	81.541%	90.881%

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	$7,232,754.00	$53,870.00	$0.00	$0.00	$7,286,624.00	$5,071,506.00	$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	Schoolwide	English Learners Foster Youth Low Income			$4,828,755.00	$0.00	$4,828,755.00				$4,828,755.00	10.862%
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	10.862%
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	10.862%
1	1.5	MTSS Supports	English Learners Foster Youth Low Income	Yes	Schoolwide	English Learners Foster Youth Low Income	All Schools		$88,209.00	$27,766.00	$115,975.00				$115,975.00	10.862%
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 scholars	African American	No			All Schools		$0.00	$2,000.00	$2,000.00				$2,000.00	
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	

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	1.10	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	10.862%
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	Schoolwide	Low Income	All Schools		$0.00	$53,529.00	$53,529.00				$53,529.00	10.862%
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	10.862%
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	Schoolwide	English Learners Foster Youth Low Income			$0.00	$73,242.00	$73,242.00				$73,242.00	10.862%
2	2.8	Mental Health Supports	English Learners Foster Youth Low Income	Yes	Schoolwide	English Learners Foster Youth Low Income	All Schools		$60,457.00	$0.00	$6,587.00	$53,870.00			$60,457.00	10.862%
3	3.1	Course Offerings	All	No			All Schools									
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	Schoolwide	Low Income	All Schools		$5,000.00	$4,683.00	$9,683.00				$9,683.00	10.862%
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	Low Income	All Schools		$18,866.00	$0.00	$18,866.00				$18,866.00	10.862%

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
					Group(s)											
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	10.862%

2026-27 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
$14550442	$1,358,980	9.340%	81.541%	90.881%	$5,219,251.00	130.344%	166.214 %	**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	10.862%
1	1.3	ELD Materials	Yes	Limited to Unduplicated Student Group(s)	English Learners		$55,633.00	10.862%
1	1.4	Professional Development for staff serving EL scholars	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools	$5,472.00	10.862%
1	1.5	MTSS Supports	Yes	Schoolwide	English Learners Foster Youth Low Income	All Schools	$115,975.00	10.862%
1	1.11	Summer School Interventions	Yes	Limited to Unduplicated Student Group(s)	English Learners Low Income	All Schools	$17,917.00	10.862%
2	2.2	Technology Access for SED scholars	Yes	Schoolwide	Low Income	All Schools	$53,529.00	10.862%
2	2.4	ELAC	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools	$5,100.00	10.862%

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	10.862%
2	2.8	Mental Health Supports	Yes	Schoolwide	English Learners Foster Youth Low Income	All Schools	$6,587.00	10.862%
3	3.3	AVID Program	Yes	Schoolwide	Low Income	All Schools	$9,683.00	10.862%
3	3.5	Course Scheduling	Yes	Limited to Unduplicated Student Group(s)	Low Income	All Schools	$18,866.00	10.862%
4	4.5	Support for Homeless Scholars	Yes	Limited to Unduplicated Student Group(s)	Low Income	All Schools	$28,492.00	10.862%

2025-26 Annual Update Table

Totals	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Expenditures (Total Funds)
Totals	$7,232,754.00	$7,456,487.00

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	$4,828,755.00	$4,828,755.00
1	**1.2**	Standards-aligned instructional materials	No	$1,896,416.00	$1,896,416.00
1	**1.3**	ELD Materials	Yes	$55,633.00	$67341
1	**1.4**	Professional Development for staff serving EL scholars	Yes	$5,472.00	$2500
1	**1.5**	MTSS Supports	Yes	$115,975.00	$200718
1	**1.6**	Personalized Support for African American Scholars	No		
1	**1.7**	Increased participation on state assessments	No	$9,366.00	$4500
1	**1.8**	Professional Development for serving African American scholars	No	$2,000.00	$2000
1	**1.9**	Support for scholars with special needs	No	$28,278.00	$28,278.00
1	**1.10**	Professional Development on serving scholars with special needs	No	$2,000.00	$2,000.00
1	**1.11**	Summer School Interventions	Yes	$17,917.00	$17,917.00

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	2.1	Annual Survey	No	$4,683.00	$2000
2	2.2	Technology Access for SED scholars	Yes	$53,529.00	$115922
2	2.3	Safe Online Environment	No	$16,858.00	$16,858.00
2	2.4	ELAC	Yes	$5,100.00	$1500
2	2.5	Parent and Scholar input	No		$8122
2	2.6	Learning Coach Academy	No		
2	2.7	Scholar Engagement Activities	Yes	$73,242.00	$73,242.00
2	2.8	Mental Health Supports	Yes	$6,587.00	$5000
3	3.1	Course Offerings	No		$500
3	3.2	RAMP Certification	No	$1,583.00	$1,583.00
3	3.3	AVID Program	Yes	$9,683.00	$35156
3	3.4	Program for Scholars with Special needs	No	$3,512.00	$500
3	3.5	Course Scheduling	Yes	$18,866.00	$49469

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	$32,328.00	$32,328.00
4	**4.2**	Reduce Chronic absenteeism for African American Scholars	No		
4	**4.3**	Retention rates	No	$16,479.00	$16,479.00
4	**4.4**	Support for 5 year grad cohort	No		$2242
4	**4.5**	Support for Homeless Scholars	Yes	$28,492.00	$45161

2025-26 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)
$15870028	$5,219,251.00	$5,442,681.00	($223,430.00)	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	$4,828,755.00	$4,828,755.00		
1	1.3	ELD Materials	Yes	$55,633.00	$67341		
1	1.4	Professional Development for staff serving EL scholars	Yes	$5,472.00	$2500		
1	1.5	MTSS Supports	Yes	$115,975.00	$200718		
1	1.11	Summer School Interventions	Yes	$17,917.00	$17,917.00		
2	2.2	Technology Access for SED scholars	Yes	$53,529.00	$115922		
2	2.4	ELAC	Yes	$5,100.00	$1500		
2	2.7	Scholar Engagement Activities	Yes	$73,242.00	$73,242.00		
2	2.8	Mental Health Supports	Yes	$6,587.00	$5000		
3	3.3	AVID Program	Yes	$9,683.00	$35156		
3	3.5	Course Scheduling	Yes	$18,866.00	$49469		
4	4.5	Support for Homeless Scholars	Yes	$28,492.00	$45161		

2025-26 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	$15870028	0.0	124.103%	$5,442,681.00	0.000%	42.561%	$10,427,347.00	81.541%

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 2026-27, 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 32627(d), to provide the information identified above or to include actions funded with LREBG funds within the 2026-27, 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 32627(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.

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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

LCAP MID-YEAR UPDATE | 2025–2026

Board Briefing

Data Accuracy & Resolution Report

Prepared for Compass Charter Schools

By Parsec Education • May 2026

compass charter

Why we're here today

A short, honest walk through what happened, what we fixed, and how we'll keep it from happening again.



What happened

Parsec dashboards didn't match the state's official records, and those numbers fed into Compass's mid-year LCAP.



What we did

We audited every metric, rebuilt the parts that were wrong, and re-verified the corrected dashboards against the state's data.



What's different now

Permanent checks now run before any dashboard goes live, with written audit logs and one authoritative data source.

What happened

In May 2026, Compass staff identified an error where the mid-year LCAP filing did not align with the numbers displayed in Parsec dashboards. We should have identified this discrepancy before Compass did. At the time, our monitoring processes were not designed to detect a join-level mismatch of this nature. The new controls outlined on slide 8 were specifically developed to address and prevent this type of gap going forward.

1	2	3	4	5
Discrepancy noticed	**Investigation opened**	**Root causes confirmed**	**Dashboards corrected**	**Controls in place**
Compass + Parsec, May 2026	Engineering audit launched	Two distinct issues	2 of 2 fixed & verified	SOPs + audit logs live

ROOT CAUSE #1

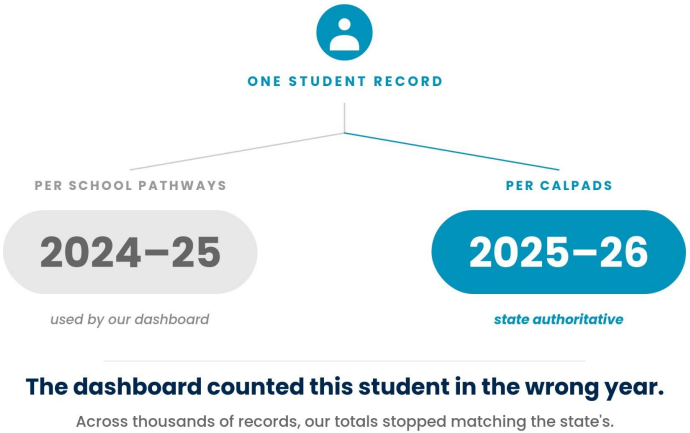
System misalignment

In plain language

Our dashboards combined student records by school year.

But **two of our source systems disagreed on what a "school year" meant**: one used the calendar the school's information system kept, the other used the state's official calendar (CALPADS).

We were using the wrong one. So records were being grouped under the wrong year, and the totals came out off.



ROOT CAUSE #2

Filter logic error

In plain language

Our dashboards have a **"Timeframe" filter** (school year selector). When users changed it, the underlying query was **counting some students more than once.**

That double-counting threw off the percentages, most visibly in subgroup performance numbers (for example, English Learners or Socio-Economically Disadvantaged students), where smaller populations are more sensitive to even a few duplicate records.

What duplication looked like

10 → **13**

actual students | counted records

Same students counted in more than one row — percentages calculated against an inflated total.

How we fixed it

Two targeted technical fixes, applied and verified.

FIX #1

Re-anchored every data join to CALPADS

All dashboard queries now use the state's CALPADS school-year standard as the single source of truth. The mismatched School Pathways metadata is no longer in the join path.

FIX #2

Rebuilt the "Timeframe" filter logic

We rewrote the underlying query so each student is counted exactly once, regardless of how the filter is set. Subgroup percentages now calculate against the correct base.

How we verified the corrected data

Every corrected metric was checked against three independent sources, line by line.

CDE DataQuest

California Department of Education's official public reporting tool.

State School Dashboard

The state's official accountability dashboard for schools.

Internal CERS exports

Fresh, unaltered raw data pulled directly from CERS to rule out any in-flight changes.

All corrected metrics now reconcile across all three sources.

How we'll keep this from happening again

Three permanent controls, now part of our standard operating procedures.

Mandatory data-quality checks

Our Data Quality Assurance SOP now explicitly tests for the same kind of join error that caused this. No dashboard ships to a partner without passing it.

Written audit logs

Every verification check is recorded — what was checked, against what source, by whom, when, and with what result. Available for review on request.

One authoritative source

CALPADS is now the mandatory anchor for all reporting logic across Parsec dashboards. No other school-year metadata is permitted in the join path.

Our commitment to Compass

We take accountability for the impact this had on Compass's mid-year LCAP filing. Here's what we promise going forward.

Accurate data is the foundation of good decisions for students.

We didn't meet that standard here. We've fixed it, we've put permanent controls in place, and we'll keep showing Compass our work, not just the result.

What you can expect from us

- Corrected dashboards are live and verified now.
- Quarterly check-ins to review data quality together.
- Audit logs available to Compass on request, any time.
- Direct line to our engineering team for any concern.

Discussion

What questions do you have?

We're here to answer anything — technical, procedural, or about trust itself.

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:

LCAP_Per_Metric_Findings.xlsx

Coversheet

Division Update

Section: VII. Operations Division
Item: A. Division Update
Purpose: FYI
Submitted by:
Related Material: Operations Division Board Report 5.19.26.pdf

COMPASS
CHARTER SCHOOLS

Operations Division |May 19th, 2026

CBO Update



Dr. Danielle Gamez
Chief Business Officer

The Operations Division is currently finalizing the 25-26 school year while simultaneously preparing for the launch of 26-27.

This dual focus, combined with shifting timelines and workloads, has challenged the limits of new school year readiness at Compass.

Despite this, we are excited to start the 26-27 school year with fully executed Master Agreements for all returning scholars—an unprecedented accomplishment!

Community Providers

2026/2027 Renewal Process

Our 500 Service Providers have received emails to begin their renewal for the upcoming year.

- **Timeline:** Completion expected before the new school year starts.
- **Status:** Currently an "all hands on deck" endeavor to meet deadlines.

New Safety Compliance

Mandatory Reporter Certification (SB 848)

In accordance with new requirements, all service provider instructors must now be certified as mandatory reporters.

"This added requirement strengthens the safety and protection of our scholars—an outcome we fully support."

IT Department



Marco Mattaliano, Krisha Moeller, Miguel Aguilar

IT Projects & Updates

System Integrations

Supporting cross-departmental efficiency via SIS platform, TadHealth, and EduClimber integrations. Developing a new TROT Dashboard for tiered re-engagement.

Asset Management Overhaul

Nearing completion of a centralized system for scholar Chromebooks. Includes a 7-year asset audit with findings due in June.

Pilot Support & LMS

Coordinating testing and evaluation for:

- Scout SIS/LMS platform
- Empower LMS platform
- Collaboration with LMS Focus Group (20 stakeholders)

Basic Supplies Project

Evaluating "Welcome" and "Refill" kits for scholars. Exploring an Amazon API partnership for automated drop-shipping based on SIS enrollment data.

Phase 1: TK–2nd and older scholar variants currently in development.

Operations Department



Operations Department

ENROLLMENT

Scholar Imports

319 Scholars for 2026–2027

+145% increase vs. prior year (130)

"Early enrollment efforts launched six weeks prior helped drive significant growth. Master agreements are now continuously being sent out."

Strategic Goals

Starting the Year Full

Efforts are focused on reaching our enrollment capacity through efficient processing and outreach.

- **2,290 Cap:** Total enrollment goal for the upcoming school year.
- **May 1st Launch:** Master agreements are being sent to new and returning scholars.
- **Retention:** Continuous engagement to secure placement for all scholars.

Operations Department

RECORDS

Withdrawal Overview

694 withdrawals processed for the current school year.

Primary Reasons:

- 32% - Brick-and-mortar public schools
- 17.6% - Different charter school
- 12.3% - Homeschool/private affidavit

"The data reinforces the importance of flexible educational options in a competitive California landscape. Operational teams use this to support retention and improve family communication."

Non-Returning Scholar Feedback

Recurring Themes:

- Need for in-person socialization & athletics
- Desire for expanded vendor/curriculum options
- Natural transitions (relocation, job changes)

Enrollment Plans:

- 34.2% - Brick-and-mortar public
- 26.2% - Other charter schools
- 11.6% - Private schools
- 10.2% - Relocation out of state/country

Positive feedback on Compass staff support reinforces relationship-centered practices.

Operations Department

ADVOCACY

Scholar Community Advocate

99% Participation Rate

We are proud to report that 99% of identified **McKinney-Vento** eligible scholars participated in state testing during the 2025–2026 school year.

"This achievement reflects the collaborative efforts across departments to ensure scholars experiencing housing instability received consistent support, communication, educational access, and engagement."

COMPASS
CHARTER SCHOOLS

Thank you!

Questions & Comments

Coversheet

School Pathways Student Information System Renewal

Section: VII. Operations Division
Item: B. School Pathways Student Information System Renewal
Purpose: Vote
Submitted by: Danielle Gamez
Related Material:
School Pathways 1 Year Contract Renewal.pdf
School Pathways Quote Form with Compass Charter Schools (7_1_2026-6_30_2027) (5.13.2026).pdf

RECOMMENDATION:

Approve

Student Information System (SIS) Renewal

1-Year Good Faith Contract Recommendation – Executive Summary

Recommendation

Administration recommends:

- Approval of a one-year “good faith” renewal with School Pathways
- Authorization to pilot Scout SIS during one academic semester to evaluate its viability as a long-term SIS solution for Compass

---

Background

As a virtual, nonclassroom-based charter school, Compass relies heavily on its Student Information System (SIS) to support:

- Attendance accounting tied to instructional time
- Learning log documentation and work sample collection
- Compliance reporting and audit readiness
- Teacher, scholar, and administrative workflows

As part of Compass’s annual Good Faith Process (GFP), the Operations and Information Technology teams were tasked with evaluating School Pathways, Compass’s current SIS provider, and developing a recommendation for the upcoming school year.

While School Pathways is fully implemented and continues to support critical organizational functions, ongoing challenges related to manual processes, workflow inefficiencies, and system usability prompted administration to explore alternative SIS solutions.

Separately, Compass established an LMS pilot team to evaluate potential Learning Management System (LMS) platforms. During that process, Scout emerged as one of two finalists under consideration. While preparing for the Scout LMS pilot, administration learned that the pilot structure and required integrations would also allow Compass to evaluate Scout’s SIS functionality at no additional implementation cost or significant additional setup labor.

Given the alignment in timing, infrastructure, and stakeholder interest, administration identified an opportunity to conduct a limited SIS pilot concurrently with the Scout LMS pilot. This approach allows Compass to evaluate a potential long-term SIS solution in a controlled and low-risk environment while maintaining operational continuity through School Pathways.

Compass has not made any commitment to transition to Scout SIS at this time. The proposed pilot is strictly for evaluation purposes.

Vendor Review Summary

Administration reviewed the following SIS vendors:

- School Pathways
- Scout SIS
- OASIS (Innovative Solutions, Inc.)

Key Takeaway

While alternative systems demonstrate promising features and potential operational improvements, administration determined that a full SIS transition at this time would present significant operational, compliance, and implementation risk.

Based on the evaluation rubric developed for Compass SIS requirements, Scout SIS demonstrated the strongest alignment with organizational needs. Notable features included:

- Streamlined work sample submission processes
- Integrated LMS functionality
- Customizable dashboards and reporting tools
- Flexible enrollment workflows
- Expanded automation and workflow efficiencies

As a result, administration recommends renewing School Pathways for one year while conducting a more comprehensive evaluation of Scout SIS through a structured pilot process.

Although OASIS presented a significantly lower annual cost, the platform did not currently provide the level of functionality required to meet Compass operational needs. Examples included:

- No built-in scholar portal for assignment submission
- Limited system integration capabilities
- No Clever bridge functionality

- Reduced workflow automation compared to other evaluated systems

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Proposed Approach

1. Maintain Operational Stability

Renewing School Pathways for one year ensures continuity in:

- Attendance reporting
- Compliance submissions
- Established staff workflows
- Existing data systems and integrations

This approach minimizes disruption while allowing administration time to conduct a thoughtful and data-informed evaluation process.

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2. Conduct a Structured Scout SIS Pilot

A one-semester pilot of Scout SIS will allow Compass to:

- Evaluate real-world functionality within a controlled environment
- Assess operational improvements related to:
  - Attendance automation
  - Reporting capabilities
  - Staff workflows
  - System usability
- Gather structured feedback from participating staff and departments
- Determine long-term scalability and implementation feasibility

Pilot success will be measured using predefined quantitative and qualitative metrics aligned to compliance, operational efficiency, and staff usability to support an objective recommendation.

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3. Mitigate Transition Risk

This phased approach allows Compass to:

- Avoid an immediate full-system implementation timeline of approximately 6–12 months

- Limit operational disruption to a defined pilot group
- Preserve data integrity within the current SIS environment
- Make a long-term SIS decision based on actual organizational experience rather than vendor demonstrations alone

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Cost Comparison

Category	School Pathways	Scout SIS	OASIS (Innovative Solutions)
Annual Cost	$163,858.97	$194,650	$49,400
Implementation Cost	N/A	N/A	Included
Pilot Cost	N/A	Included in existing LMS pilot structure	N/A
Additional Notes	Existing system	Includes all bridges/integrations and future bridge additions	No out-of-the-box bridges

Additional Financial Considerations

- Scout SIS pricing is prorated based on daily student enrollment.
- Administration estimates that Scout SIS may provide approximately $25,000 in annual savings through included functionality currently supported through separate systems or processes.
- Final costs remain pending vendor confirmation and updated quotes.

Good Faith Renewal + Pilot Evaluation Framework

During the one-year renewal term, administration will conduct ongoing evaluation activities for both systems.

School Pathways

Administration will:

- Define and monitor performance benchmarks
- Focus on improvements in attendance, reporting, and usability
- Conduct quarterly vendor performance check-ins

Scout SIS Pilot

Administration will:

- Establish clear pilot success criteria prior to launch
- Evaluate:
    - Reduction in manual workload
    - Accuracy and efficiency of attendance tracking/reporting
    - Staff usability and satisfaction
    - System scalability and operational alignment
- Conduct a formal post-pilot evaluation with recommendations

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Decision Timeline

Date	Milestone
October 31, 2026	Semester pilot completion and evaluation

November 10, 2026	Mid-year review of School Pathways performance and Scout pilot results
November 13, 2026	Administration finalizes SIS recommendation
December 2026	Contract recommendation and proposal presented to the Board

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Conclusion

This recommendation provides Compass with a balanced, data-informed approach that:

- Maintains stability in critical operational and compliance functions
- Creates an opportunity to evaluate a potentially stronger long-term SIS solution
- Reduces implementation risk through phased decision-making
- Supports responsible fiscal and operational stewardship

Administration will return to the Board with a final recommendation informed by pilot outcomes, stakeholder feedback, and operational performance data.

School Pathways Quote Form with Compass Charter Schools (7/1/2026-6/30/2027)

School Pathways LLC

Company address
PO Box 432, Portola, CA 96122

Company ID no.
FEIN #84-3824527

Hereinafter referred to as
-

Compass Charter Schools

Company address
850 Hampshire Road, Suite R, Thousand Oaks CA 91361

Company ID no.
-

Hereinafter referred to as
-

Customer Name: Compass Charter Schools Customer Contact Name: Elizabeth Brenner	Enrollment: 2226 Customer Contact Title: Superintendent & CEO
Contact Email: ebrenner@compasscharters.org	Number of Schools: 3
Customer Contact Phone: 855-937-4227	Contract Term: 12 months
Proposal Issue Date: 2026-05-13	Start Date: 2026-07-01
Proposal Expiration Date: 2026-06-30	End Date: 2027-06-30

Deal ID: 55031362477

SaaS Subscriptions / One-Time Fees	Quantity	Unit	Unit Price	Annual Fee
SIS Oversight Annual Subscription	1	District	$4896.73	$4896.73
SIS (Student Information System) Annual Subscription	2226	Student	$8.05	$17919.30
PLS Annual Subscription	2226	Student	$37.93	$84432.18
RegOnline Annual Subscription	2226	Student	$1.96	$4362.96
SPArchiving Annual Subscription	2226	Student	$6.33	$14090.58
Agilix BUZZ Integration Annual Subscription (see attached Addendum)	636	Student	$14.82	$9425.52
BUZZ Connect Integration Annual Subscription	636	Student	$5.48	$3485.28
Clever Export Bridge Annual Subscription (District Oversight Level)	1	District	$739.54	$739.54
Google Classroom Integration Annual Subscription (prorated 11/1/2026-6/30/2027)	390	Student	$3.64	$1419.60
Helios Export Bridge Annual Subscription (prorated 1/28/2027-6/30/2027)	3	School	$1800.00	$754.53

OPS Export Bridge Annual Subscription	3	School	$730.21	$2190.63
REST API Annual Subscription	3	School	$2575.00	$7725.00
SEDS Import Bridge Annual Subscription	3	School	$730.21	$2190.63
SEIS Export Bridge Annual Subscription	3	School	$730.21	$2190.63
Zoom Integration Annual Subscription (2001-6500 Students)	2226	Student	$3.61	$8035.86

Total Annual Fees:	$163858.97
Total One-Time Fees:	$0.00
Total Quote:	$163858.97

School Pathways will review enrollment prior to term end date to adjust subscription fees for enrollment increases as needed. Any applicable state sales tax has not been added to this quote.

Invoices shall be issued at or by quote start date. All invoices shall be paid before or on the due date set forth on invoice.

By execution of this quote, School Pathways subscriptions and/or services listed herein shall be provided to the Customer subject to the terms and conditions found at: link to www.schoolpathways.com/msa

IN WITNESS WHEREOF, the parties hereto have executed this Order Form on the dates indicated below.

Signatures

On behalf of Compass Charter Schools Representative title Superintendent & CEO Company representative Elizabeth Brenner Email ebrenner@compasscharters.org _____ Signature _____ Date	On behalf of School Pathways LLC Representative title CEO Company representative Kacie Jester Email kacie@schoolpathways.com _____ Signature _____ Date

EXHIBIT B
Privacy Policy

Your Privacy
Agilix is committed to maintaining your personal privacy. We agree to make every reasonable effort to prevent disclosure of personal information we gather about you on our web sites to any unauthorized third parties. We may disclose information to law enforcement officials or representatives with appropriate court orders, or when we deem that there is a reasonable suspicion that you have been involved in theft, damage to property, threats of harm to yourself or others, or other illegal activities.

What We Gather From You
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Updates
We update our privacy policy from time to time.

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EXHIBIT C

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- You will not solicit login information or access an account belonging to someone else.
- You will not bully, intimidate, or harass any user.
- You will not post content that is hateful, threatening, pornographic, or that contains nudity or graphic or gratuitous violence.
- You will not use Buzz to do anything unlawful, misleading, malicious, or discriminatory.
- You will not facilitate or encourage any violations of these Terms.

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- You will keep your contact information accurate and up-to-date.

- You will not share your password, let anyone else access your account, or do anything else that might jeopardize the security of your account.
- You will not transfer your account to anyone for any reason.

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11. THIRD-PARTY PRODUCTS AND SERVICES ON BUZZ. We offer educational products and services that are directly aligned with your immediate educational needs. We will use reasonably available data to best align available products and services to your needs but cannot guarantee that the alignment will be perfect. We never provide identifiable information to any third party other than as described in our Privacy Policy or as required by legal action or by law.

12. AMENDMENTS. We can change these Terms at any time. At our discretion, We may provide a notice online at www.Agilixbuzz.com, or by email, or by any other commercially reasonable means whenever we make changes to the Terms.

13. TERMINATION. If You violate the letter or spirit of these Terms, or otherwise create possible legal exposure for Us, We can stop providing all or part of Buzz to You. We will generally try to notify You, but have no obligation to do so. You may also delete your account at any time.

14. GOVERNING LAW. These Terms shall be governed by and construed under the laws of the State of Utah, excluding that body of law related to choice of laws, and of the United States of America. Nothing in these Terms shall prevent Us from complying with the law.

15. DISPUTES. You will resolve any claim, cause of action or dispute ("claim") you have with Us arising out of or relating to these Terms or Agilix Labs, Inc. in a state or federal court located in Utah. The laws of the State of Utah will govern these Terms, as well as any claim that might arise between You and Us, without regard to conflict of law provisions. You agree to submit to the personal jurisdiction of the courts located in

Utah for the purpose of litigating all such claims.

If anyone brings a claim against Us related to Your actions or your Content on Buzz, You will indemnify and hold Us harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim.

16. NO WARRANTIES. WE TRY TO KEEP BUZZ UP, BUG-FREE, AND SAFE, BUT YOU USE IT AT YOUR OWN RISK. WE ARE PROVIDING BUZZ "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT BUZZ WILL BE SAFE OR SECURE. AGILIX LABS, INC. IS NOT RESPONSIBLE FOR THE ACTIONS OR CONTENT OF THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES.

17. LIMITATION OF LIABILITY. WE WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR BUZZ, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY ARISING OUT OF THESE TERMS OR BUZZ WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS ($100) OR THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, OUR LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

18. OTHER.

You will not transfer any of your rights or obligations under these Terms to anyone else without Our consent.

These Terms do not confer any third party beneficiary rights.

All of our rights and obligations under these Terms are freely assignable by Us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.

19. WAIVER. No failure or delay by Us in exercising any right, power or remedy under these Terms shall operate as a waiver of any such right, power or remedy, unless expressly indicated by Us in a signed writing.

20. ENTIRE AGREEMENT. These Terms constitute the entire agreement between You and Us regarding the acceptable use of Buzz and accompanying rights and obligations. The headings of the sections and subsections of these Terms are for convenience of reference only and shall not be of any effect in construing the meanings of any provision hereof. If any provision of these Terms (or part thereof) is determined by a court of competent jurisdiction to be void, invalid or otherwise unenforceable, such provision (or part thereof) shall be deemed deleted from these Terms, while the remaining provisions of these Terms shall continue in full force and effect.

BY ACCESSING AND USING BUZZ, YOU ARE PROVIDING A SYMBOL OF YOUR LEGAL SIGNATURE AND ACKNOWLEDGING AND ACCEPTING ALL OF THE PROVISIONS OF THESE TERMS. YOU REPRESENT AND WARRANT THAT YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT (OR IF NOT, YOU HAVE RECEIVED YOUR PARENT'S OR GUARDIAN'S PERMISSION TO USE BUZZ AND GOTTEN YOUR PARENT OR GUARDIAN TO AGREE TO THESE TERMS ON YOUR BEHALF). IF YOU ARE AGREEING TO THESE TERMS ON BEHALF OF AN ORGANIZATION OR ENTITY (FOR EXAMPLE, IF YOU ARE AN ADMINISTRATOR AGREEING TO THESE TERMS ON BEHALF OF YOUR DISTRICT),

YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO AGREE TO THESE TERMS ON THAT ORGANIZATION OR ENTITY'S BEHALF AND BIND THEM TO THESE TERMS.

Coversheet

Los Angeles County Office Space Lease

Section:	VII. Operations Division
Item:	C. Los Angeles County Office Space Lease
Purpose:	Vote
Submitted by:	Danielle Gamez
Related Material:	28210 Dorothy Drive Lease - Executive Summary.pdf 28210 Dorothy Drive Lease.pdf

RECOMMENDATION:

Approve

This executive summary provides an overview of the lease agreement for the property at **28210 Dorothy Drive, Agoura Hills, CA**, prepared for the Compass Charter Schools Board of Directors, based on the lease dated May 14, 2026.

Purpose:

To address specific organizational gaps and requirements, Compass has the opportunity to secure office space in Los Angeles County. This new location is intended to serve the following functions:

1. Modernizing and enlarging the curriculum locker
2. Providing IT with protected server areas
3. Ensuring safe storage for records
4. Establishing dedicated spaces for academic testing
5. Housing the Board Room
6. Facilitating the complete relocation of the Ventura County office to Los Angeles County once the existing lease concludes in December 2029

Core Lease Terms:

- **Lessor:** 28210/28216 Dorothy, LLC.
- **Lessee:** Compass Charter Schools.
- **Premises:** 28210 Dorothy Drive, Suite 210, Agoura Hills, CA 91301, Los Angeles County
- **Square Footage:** Approximately **2,067 rentable square feet**.
- **Lease Term:** Three (3) years and one (1) month, commencing **August 1, 2026**, and expiring **August 31, 2029**.
- **Early Possession:** You are granted access to the premises starting **July 1, 2026**, at no rent cost to install furniture, fixtures, and equipment.

Financial Obligations:

- **Base Rent:** Starts at **$3,823.95 per month**.
- **Rental Abatement:** Provided you are not in default, you will receive **one (1) month of rent abatement** during the second month of the term (September 2026).
- **Rent Escalations:** Fixed increases occur annually every August 1st:
    - **2027:** $3,938.67 per month.
    - **2028:** $4,056.83 per month.
- **Operating Expenses:** You are responsible for **10.6%** of any increases in operating expenses over the 2026 Base Year. However, you are **exempt** from these increases for the first 12 months of the lease.
- **Security Deposit:** $4,056.83.
- **Total Due at Execution: $7,880.78** (covering the first month's rent and the security deposit).

Facilities and Improvements:

- **Lessor Improvements:** The Lessor is obligated to complete several modifications at their sole expense before occupancy, including:
    - Removing existing sinks and repairing flooring.
    - Installing a "kitchen sink" with a 5-foot base cabinet and electrical outlets.
    - Constructing a 4’ x 12’ storage room.
    - Repainting the entire suite (colors chosen by Lessee).
- **Parking:** Seven (7) unreserved vehicle parking spaces are included at **no monthly cost**.
- **Services:** The Lessor provides heating, ventilation, air conditioning, and electricity for normal lighting and office machines. You are responsible for your own data and telecommunications costs.

Renewal Options:

- **Extension Option:** You have **one (1) option to extend** the lease for an additional **twenty-four (24) months**.
- **Notice Period:** To exercise this option, written notice must be delivered to the Lessor between six (6) and eight (8) months before the original expiration date.
- **Rent During Option:** The rent will be adjusted to the **Fair Market Value** at that time, with 3% annual increases thereafter.

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STANDARD MULTI-TENANT OFFICE LEASE - GROSS

1. Basic Provisions ("Basic Provisions").

1.1 **Parties.** This Lease ("**Lease**"), dated for reference purposes only May 14, 2026, is made by and between 28210/28216 Dorothy, LLC, a California limited liability company ("**Lessor**") and Compass Charter Schools, a non-profit public benefit corporation ("**Lessee**"), (collectively the "**Parties**", or individually a "**Party**").

1.2(a) **Premises:** That certain Portion of the Project (as defined below), commonly known as (street address, suite, city, state): 28210 Dorothy Drive, Suite 210, Agoura Hills, CA 91301 ("**Premises**"). The Premises are located in the County of Los Angeles, and consist of approximately 2,067 rentable square feet and approximately ------ useable square feet. In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to the Common Areas (as defined in Paragraph 2.7 below) as hereinafter specified, but shall not have any rights to the roof, the exterior walls, the area above the dropped ceilings, or the utility raceways of the building containing the Premises ("**Building**") or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "**Project**." The Project consists of approximately 19,453 rentable square feet. (See also Paragraph 2)

1.2(b) **Parking:** Seven (7) unreserved and zero (0) reserved vehicle parking spaces at a monthly cost of n/a per unreserved space and n/a per reserved space. (See Paragraph 2.6)

1.3 **Term:** Three (3) years and one (1) months ("**Original Term**") commencing August 1, 2026 ("**Commencement Date**") and ending August 31, 2029 ("**Expiration Date**"). (See also Paragraph 3)

1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing July 1, 2026 ("**Early Possession Date**"). (See also Paragraphs 3.2 and 3.3 and 52)

1.5 **Base Rent:** $3,823.95 per month ("**Base Rent**"), payable on the first day of each month commencing August 1, 2026. (See also Paragraph 4)

☑ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 50.

1.6 **Lessee's Share of Operating Expense Increase.** Ten point six percent (10.6 %) ("**Lessee's Share**"). In the event that the size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.

1.7 **Base Rent and Other Monies Paid Upon Execution:**

(a) **Base Rent:** $3,823.95 for the period August 1-31, 2026.

(b) **Security Deposit:** $4,056.83 ("**Security Deposit**"). (See also Paragraph 5)

(c) **Parking:** $0.00 for the period n/a.

(d) **Other:** $0.00 for n/a.

(e) **Total Due Upon Execution of this Lease:** $7,880.78.

1.8 **Agreed Use:** General office. (See also Paragraph 6)

1.9 **Base Year; Insuring Party.** The Base Year is 2026. Lessor is the "**Insuring Party**". (See also Paragraphs 4.2 and 8)

1.10 **Real Estate Brokers.** (See also Paragraphs 15 and 25)

(a) **Representation:** Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this Lease with the following real estate brokers ("**Broker(s)**") and/or their agents ("Agent(s)"):

Lessor's Brokerage Firm CBRE, Inc. License No. 00409987 Is the broker of (check one): ☑ the Lessor; or ☐ both the Lessee and Lessor (dual agent).

Lessor's Agent Chris Swatosh License No. 01803294 is (check one): ☑ the Lessor's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

Lessee's Brokerage Firm Lee & Associates License No. 01191898 Is the broker of (check one): ☑ the Lessee; or ☐ both the Lessee and Lessor (dual agent).

Lessee's Agent Mark Leonard License No. 01031863 is (check one): ☑ the Lessee's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

(b) **Payment to Brokers.** Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement ~~(or if there is no such agreement, the sum of _____ or _____% of the total Base Rent)~~ for the brokerage services rendered by the Brokers.

1.11 **Guarantor.** The obligations of the Lessee under this Lease are to be guaranteed by None ("**Guarantor**"). (See also Paragraph 37)

1.12 **Business Hours for the Building:** 8:00 a.m. to 6:00 p.m., Mondays through Fridays (except Building Holidays) and 9:00 a.m. to 1:00 p.m. on Saturdays (except Building Holidays). "**Building Holidays**" shall mean the dates of observation of New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and None.

1.13 **Lessor Supplied Services.** Notwithstanding the provisions of Paragraph 11.1, Lessor is NOT obligated to provide the following within the Premises:

☐ Janitorial services

☐ Electricity

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☑ Other (specify): Phone and internet, including any wiring

1.14 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

☑ an Addendum consisting of Paragraphs 52 through 57 ;

☑ a plot plan depicting the Premises;

☑ a current set of the Rules and Regulations;

☐ a Work Letter;

☐ a janitorial schedule;

☑ other (specify): Rent Adjustments (Par. 50); Option to Extend (Par. 51); Broker Disclosure

.

2. Premises.

2.1 **Letting.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition.** Lessor shall deliver the Premises to Lessee in a clean condition on the Commencement Date or the Early Possession Date, whichever first occurs ("**Start Date**"), and warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("**HVAC**"), and all other items which the Lessor is obligated to construct pursuant to the Work Letter attached hereto, if any, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Unit shall be free of material defects, and that the Premises do not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 **Compliance.** Lessor warrants that to the best of its knowledge the improvements on the Premises and the Common Areas comply with the building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("**Applicable Requirements**") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the zoning and other Applicable Requirements are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Premises, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Premises ("Capital Expenditure"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay Interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

2.4 **Acknowledgements.** Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) Lessee has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Lessee as Prior Owner/Occupant.** The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date, Lessee

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was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

2.6 **Vehicle Parking**. So long as Lessee is not in default, and subject to the Rules and Regulations attached hereto, and as established by Lessor from time to time, Lessee shall be entitled to rent and use the number of parking spaces specified in Paragraph 1.2(b) at the rental rate applicable from time to time for monthly parking as set by Lessor and/or its licensee.

(a) If Lessee commits, permits or allows any of the prohibited activities described in the Lease or the rules then in effect, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

(b) The monthly rent per parking space specified in Paragraph 1.2(b) is subject to change upon 30 days prior written notice to Lessee. The rent for the parking is payable one month in advance prior to the first day of each calendar month.

2.7 **Common Areas - Definition**. The term "**Common Areas**" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Premises that are provided and designated by the Lessor from time to time for the general non-exclusive use of Lessor, Lessee and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including parking areas, loading and unloading areas, trash areas, roofs, roadways, walkways, driveways and landscaped areas.

2.8 **Common Areas - Lessee's Rights**. Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 **Common Areas - Rules and Regulations**. Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to adopt, modify, amend and enforce reasonable rules and regulations ("**Rules and Regulations**") for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Project and their invitees. The Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the noncompliance with said Rules and Regulations by other tenants of the Project.

2.10 **Common Areas - Changes**. Lessor shall have the right, in Lessor's sole discretion, from time to time:

(a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of the lobbies, windows, stairways, air shafts, elevators, escalators, restrooms, driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;

(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

(c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;

(d) To add additional buildings and improvements to the Common Areas;

(e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and

(f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

3. Term.

3.1 **Term**. The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession**. Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Lessee's Share of the Operating Expense Increase) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 **Delay In Possession**. Lessor agrees to use commercially reasonable efforts to deliver exclusive possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance**. Lessor shall not be required to deliver possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. Rent.

4.1 **Rent Defined**. All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("**Rent**").

4.2 **Operating Expense Increase**. Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's Share of the amount by which all Operating Expenses for each Comparison Year exceeds the amount of all Operating Expenses for the Base Year, such excess being hereinafter referred to as the "**Operating Expense Increase**", in accordance with the following provisions:

(a) "**Base Year**" is as specified in Paragraph 1.9.

(b) "**Comparison Year**" is defined as each calendar year during the term of this Lease subsequent to the Base Year; provided, however, Lessee shall have no obligation to pay a share of the Operating Expense Increase applicable to the first 12 months of the Lease Term (other than such as are mandated by a

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governmental authority, as to which government mandated expenses Lessee shall pay Lessee's Share, notwithstanding they occur during the first twelve (12) months). Lessee's Share of the Operating Expense Increase for the first and last Comparison Years of the Lease Term shall be prorated according to that portion of such Comparison Year as to which Lessee is responsible for a share of such increase.

(c) The following costs relating to the ownership and operation of the Project, calculated as if the Project was at least 95% occupied, are defined as **"Operating Expenses"**:

(i) Costs relating to the operation, repair, and maintenance in neat, clean, safe, good order and condition, but not the replacement (see subparagraph (g)), of the following:

(aa) The Common Areas, including their surfaces, coverings, decorative items, carpets, drapes and window coverings, and including parking areas, loading and unloading areas, trash areas, roadways, sidewalks, walkways, stairways, parkways, driveways, landscaped areas, striping, bumpers, irrigation systems, Common Area lighting facilities, building exteriors and roofs, fences and gates;

(bb) All heating, air conditioning, plumbing, electrical systems, life safety equipment, communication systems and other equipment used in common by, or for the benefit of, tenants or occupants of the Project, including elevators and escalators, tenant directories, fire detection systems including sprinkler system maintenance and repair.

(cc) All other areas and improvements that are within the exterior boundaries of the Project but outside of the Premises and/or any other space occupied by a tenant.

(ii) The cost of trash disposal, janitorial and security services, pest control services, and the costs of any environmental inspections;

(iii) The cost of any other service to be provided by Lessor that is elsewhere in this Lease stated to be an "Operating Expense";

(iv) The cost of the premiums for the insurance policies maintained by Lessor pursuant to paragraph 8 and any deductible portion of an insured loss concerning the Building or the Common Areas;

(v) The amount of the Real Property Taxes payable by Lessor pursuant to paragraph 10;

(vi) The cost of water, sewer, gas, electricity, and other publicly mandated services not separately metered;

(vii) Labor, salaries, and applicable fringe benefits and costs, materials, supplies and tools, used in maintaining and/or cleaning the Project and accounting and management fees attributable to the operation of the Project;

(viii) The cost of any capital improvement to the Building or the Project not covered under the provisions of Paragraph 2.3 provided; however, that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such Capital Expenditure in any given month;

(ix) The cost to replace equipment or improvements that have a useful life for accounting purposes of 5 years or less.

(x) Reserves set aside for maintenance, repair and/or replacement of Common Area improvements and equipment.

(d) Any item of Operating Expense that is specifically attributable to the Premises, the Building or to any other building in the Project or to the operation, repair and maintenance thereof, shall be allocated entirely to such Premises, Building, or other building. However, any such item that is not specifically attributable to the Building or to any other building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Project.

(e) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(c) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Project already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.

(f) Lessee's Share of Operating Expense Increase is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the Operating Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses for the preceding year. If Lessee's payments during such Year exceed Lessee's Share, Lessee shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such Year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of said statement. Lessor and Lessee shall forthwith adjust between them by cash payment any balance determined to exist with respect to that portion of the last Comparison Year for which Lessee is responsible as to Operating Expense Increases, notwithstanding that the Lease term may have terminated before the end of such Comparison Year.

(g) Operating Expenses shall not include the costs of replacement for equipment or capital components such as the roof, foundations, exterior walls or a Common Area capital improvement, such as the parking lot paving, elevators, fences that have a useful life for accounting purposes of 5 years or more.

(h) Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or by insurance proceeds.

4.3 **Payment**. Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States on or before the day on which it is due, without offset or deduction (except as specifically permitted in this Lease). All monetary amounts shall be rounded to the nearest whole dollar. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of $25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

5. Security Deposit. Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of

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this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

6. Use.

6.1 **Use.** Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the improvements of the Building, will not adversely affect the mechanical, electrical, HVAC, and other systems of the Building, and/or will not affect the exterior appearance of the Building. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 **Hazardous Substances.**

(a) **Reportable Uses Require Consent.** The term "**Hazardous Substance**" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, byproducts or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use such as ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor.** If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation.** Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification.** Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Project not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification.** Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which result from Hazardous Substances which existed on the Premises prior to Lessee's occupancy or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations.** Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee's occupancy, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option.** If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or $100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or $100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

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6.3 **Lessee's Compliance with Applicable Requirements.** Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

6.4 **Inspection; Compliance.** Lessor and Lessor's "**Lender**" (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times, after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see Paragraph 9.1(e)) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

7. Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.

7.1 **Lessee's Obligations.** Notwithstanding Lessor's obligation to keep the Premises in good condition and repair, Lessee shall be responsible for payment of the cost thereof to Lessor as additional rent for that portion of the cost of any maintenance and repair of the Premises, or any equipment (wherever located) that serves only Lessee or the Premises, to the extent such cost is attributable to abuse or misuse. In addition, Lessee rather than the Lessor shall be responsible for the cost of painting, repairing or replacing wall coverings, and to repair or replace any similar improvements within the Premises. Lessor may, at its option, upon reasonable notice, elect to have Lessee perform any particular such maintenance or repairs the cost of which is otherwise Lessee's responsibility hereunder."

7.2 **Lessor's Obligations.** Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, fire alarm and/or smoke detection systems, fire hydrants, and the Common Areas.

7.3 **Utility Installations; Trade Fixtures; Alterations.**

(a) **Definitions.** The term "**Utility Installations**" refers to all floor and window coverings, air lines, vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, and plumbing in or on the Premises. The term "**Trade Fixtures**" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "**Alterations**" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "**Lessee Owned Alterations and/or Utility Installations**" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent.** Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof, ceilings, floors or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and the cumulative cost thereof during this Lease as extended does not exceed $2000. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds.** Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 **Ownership; Removal; Surrender; and Restoration.**

(a) **Ownership.** Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal.** By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

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(c) **Surrender; Restoration.** Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing and the provisions of Paragraph 7.1(a), if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.

8.1 **Insurance Premiums.** The cost of the premiums for the insurance policies maintained by Lessor pursuant to paragraph 8 are included as Operating Expenses (see paragraph 4.2 (c)(iv)). Said costs shall include increases in the premiums resulting from additional coverage related to requirements of the holder of a mortgage or deed of trust covering the Premises, Building and/or Project, increased valuation of the Premises, Building and/or Project, and/or a general premium rate increase. Said costs shall not, however, include any premium increases resulting from the nature of the occupancy of any other tenant of the Building. If the Project was not insured for the entirety of the Base Year, then the base premium shall be the lowest annual premium reasonably obtainable for the required insurance as of the Start Date, assuming the most nominal use possible of the Building and/or Project. In no event, however, shall Lessee be responsible for any portion of the premium cost attributable to liability insurance coverage in excess of $2,000,000 procured under Paragraph 8.2(b).

8.2 **Liability Insurance.**

(a) **Carried by Lessee.** Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than $1,000,000 per occurrence with an annual aggregate of not less than $2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement and coverage shall also be extended to include damage caused by heat, smoke or fumes from a hostile fire. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor.** Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 **Property Insurance - Building, Improvements and Rental Value.**

(a) **Building and Improvements.** Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Building and/or Project. The amount of such insurance shall be equal to the full insurable replacement cost of the Building and/or Project, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed $5,000 per occurrence.

(b) **Rental Value.** Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value Insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) **Adjacent Premises.** Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements.** Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 **Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance.**

(a) **Property Damage.** Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed $1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Worker's Compensation Insurance.** Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(c) **Business Interruption.** Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(d) **No Representation of Adequate Coverage.** Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies.** Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject

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to modification except after 10 days prior written notice to Lessor. Lessee shall, at least 30 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase his liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation.** Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity.** Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, a Breach of the Lease by Lessee and/or the use and/or occupancy of the Premises and/or Project by Lessee and/or by Lessee's employees, contractors or invitees. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor and its Agents from Liability.** Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 **Failure to Provide Insurance.** Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. Damage or Destruction.

9.1 **Definitions.**

(a) "**Premises Partial Damage**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) "**Premises Total Destruction**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) "**Insured Loss**" shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) "**Replacement Cost**" shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 **Partial Damage - Insured Loss.** If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is $5,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 **Partial Damage - Uninsured Loss.** If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense (subject

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to reimbursement pursuant to Paragraph 4.2), in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction**. Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term**. If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Abatement of Rent; Lessee's Remedies**.

(a) **Abatement**. In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies**. If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 **Termination; Advance Payments**. Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. Real Property Taxes.

10.1 **Definitions**. As used herein, the term **"Real Property Taxes"** shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Project address. "**Real Property Taxes**" shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Project, (ii) a change in the improvements thereon, and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

10.2 **Payment of Taxes**. Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Project, and said payments shall be included in the calculation of Operating Expenses in accordance with the provisions of Paragraph 4.2.

10.3 **Additional Improvements**. Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other lessees or by Lessor for the exclusive enjoyment of such other lessees. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 **Joint Assessment**. If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

10.5 **Personal Property Taxes**. Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. Utilities and Services.

11.1 **Services Provided by Lessor**. Lessor shall provide heating, ventilation, air conditioning, reasonable amounts of electricity for normal lighting and office machines, water for reasonable and normal drinking and lavatory use in connection with an office, and replacement light bulbs and/or fluorescent tubes and ballasts for standard overhead fixtures. Lessor shall also provide janitorial services to the Premises and Common Areas 5 times per week, excluding Building Holidays, or pursuant to the attached janitorial schedule, if any. Lessor shall not, however, be required to provide janitorial services to kitchens or storage areas included within the Premises.

11.2 **Services Exclusive to Lessee**. Notwithstanding the provisions of paragraph 11.1, Lessee shall pay for all water, gas, light, power, telephone and other utilities and services specially or exclusively supplied and/or metered exclusively to the Premises or to Lessee, together with any taxes thereon. Notwithstanding the

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provisions of Paragraph 4.2(vi), if a service is deleted by Paragraph 1.13 and such service is not separately metered to the Premises, Lessee shall pay at Lessor's option, either Lessee's Share or a reasonable proportion to be determined by Lessor of all charges for such jointly metered service.

11.3 **Hours of Service.** Said services and utilities shall be provided during times set forth in Paragraph 1.12. Utilities and services required at other times shall be subject to advance request and reimbursement by Lessee to Lessor of the cost thereof.

11.4 **Excess Usage by Lessee.** Lessee shall not make connection to the utilities except by or through existing outlets and shall not install or use machinery or equipment in or about the Premises that uses excess water, lighting or power, or suffer or permit any act that causes extra burden upon the utilities or services, including but not limited to security and trash services, over standard office usage for the Project. Lessor shall require Lessee to reimburse Lessor for any excess expenses or costs that may arise out of a breach of this subparagraph by Lessee. Lessor may, in its sole discretion, install at Lessee's expense supplemental equipment and/or separate metering applicable to Lessee's excess usage or loading.

11.5 **Interruptions.** There shall be no abatement of rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

11.6 Within fifteen days of Lessor's written request, Lessee agrees to deliver to Lessor such information, documents and/or authorization as Lessor needs in order for Lessor to comply with new or existing Applicable Requirements relating to commercial building energy usage, ratings, and/or the reporting thereof.

12. Assignment and Subletting.

12.1 **Lessor's Consent Required.**

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, **"assign or assignment"**) or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. **"Net Worth of Lessee"** shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a non-curable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a non-curable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, i.e. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 **Terms and Conditions Applicable to Assignment and Subletting.**

(a) Regardless of Lessor's consent, no assignment or subletting shall: (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of $500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 **Additional Terms and Conditions Applicable to Subletting.** The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether

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such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. Default; Breach; Remedies.

13.1 **Default; Breach.** A "**Default**" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "**Breach**" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; the vacating of the Premises prior to the expiration or termination of this Lease without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism; or failure to deliver to Lessor exclusive possession of the entire Premises in accordance herewith prior to the expiration or termination of this Lease.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material safety data sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b) or (c), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "**debtor**" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 **Remedies.** If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful

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detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 **Inducement Recapture.** Any agreement for free or abated rent or other charges, the cost of tenant improvements for Lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "**Inducement Provisions**," shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 **Late Charges.** Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or $100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 **Interest.** Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("**Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 **Breach by Lessor.**

(a) **Notice of Breach.** Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor.** In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided, however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to seek reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "Condemnation"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the rentable floor area of the Premises, or more than 25% of Lessee's Reserved Parking Spaces, if any, are taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. Brokerage Fees.

~~15.1 **Additional Commission.** In addition to the payments owed pursuant to Paragraph 1.10 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Project, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed. The provisions of this paragraph are intended to supersede the provisions of any earlier agreement to the contrary.~~

15.2 **Assumption of Obligations.** Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.10, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 **Representations and Indemnities of Broker Relationships.** Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker, agent or finder (other than the Brokers and Agents, if any) in connection with this Lease, and that no one other than said named Brokers and

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Agents is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. Estoppel Certificates.

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by AIR CRE, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. Definition of Lessor. The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Days. Unless otherwise specifically indicated to the contrary, the word "**days**" as used in this Lease shall mean and refer to calendar days.

20. Limitation on Liability. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Project, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. No Prior or Other Agreements; Broker Disclaimer. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. Notices.

23.1 **Notice Requirements.** All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice.** Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

23.3 **Options.** Notwithstanding the foregoing, in order to exercise any Options (see paragraph 39), the Notice must be sent by Certified Mail (return receipt requested), Express Mail (signature required), courier (signature required) or some other methodology that provides a receipt establishing the date the notice was received by the Lessor.

24. Waivers.

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE

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PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. Disclosures Regarding the Nature of a Real Estate Agency Relationship.

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) *Lessor's Agent*. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: *To the Lessor*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. *To the Lessee and the Lessor*: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) *Lessee's Agent*. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. *To the Lessee*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. *To the Lessee and the Lessor*: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) *Agent Representing Both Lessor and Lessee*. A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Lessee's or Lessor's financial position, motivations, bargaining position, or other personal information that may impact rent, including Lessor's willingness to accept a rent less than the listing rent or Lessee's willingness to pay rent greater than the rent offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Both Lessor and Lessee should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. No Right To Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. At or prior to the expiration or termination of this Lease Lessee shall deliver exclusive possession of the Premises to Lessor. For purposes of this provision and Paragraph 13.1(a), exclusive possession shall mean that Lessee shall have vacated the Premises, removed all of its personal property therefrom and that the Premises have been returned in the condition specified in this Lease. In the event that Lessee does not deliver exclusive possession to Lessor as specified above, then Lessor's damages during any holdover period shall be computed at the amount of the Rent (as defined in Paragraph 4.1) due during the last full month before the expiration or termination of this Lease (disregarding any temporary abatement of Rent that may have been in effect), but with Base Rent being 150% of the Base Rent payable during such last full month. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. Covenants and Conditions; Construction of Agreement. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. Binding Effect; Choice of Law. This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located. Signatures to this Lease accomplished by means of electronic signature or similar technology shall be legal and binding.

30. Subordination; Attornment; Non-Disturbance.

30.1 **Subordination.** This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "**Lender**") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment.** In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any

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prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 **Non-Disturbance**. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing**. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. Attorneys' Fees. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach ($200 is a reasonable minimum per occurrence for such services and consultation).

32. Lessor's Access; Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. Auctions. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. Signs. Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Lessor may not place any sign on the exterior of the Building that covers any of the windows of the Premises. Except for ordinary "For Sublease" signs which may be placed only on the Premises, Lessee shall not place any sign upon the Project without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. Termination; Merger. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. Consents. All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. Guarantor.

37.1 **Execution**. The Guarantors, if any, shall each execute a guaranty in the form most recently published by AIR CRE.

37.2 **Default**. It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. Quiet Possession. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. Options. If Lessee is granted any Option, as defined below, then the following provisions shall apply.

39.1 **Definition**. "**Option**" shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal To Original Lessee**. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 **Multiple Options.** In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

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39.4 **Effect of Default on Options.**

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. Security Measures. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties. In the event, however, that Lessor should elect to provide security services, then the cost thereof shall be an Operating Expense.

41. Reservations.

(a) Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, (ii) to cause the recordation of parcel maps and restrictions, (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessor may also: change the name, address or title of the Building or Project upon at least 90 days prior written notice; provide and install, at Lessee's expense, Building standard graphics on the door of the Premises and such portions of the Common Areas as Lessor shall reasonably deem appropriate; grant to any lessee the exclusive right to conduct any business as long as such exclusive right does not conflict with any rights expressly given herein; and to place such signs, notices or displays as Lessor reasonably deems necessary or advisable upon the roof, exterior of the Building or the Project or on signs in the Common Areas. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights. The obstruction of Lessee's view, air, or light by any structure erected in the vicinity of the Building, whether by Lessor or third parties, shall in no way affect this Lease or impose any liability upon Lessor.

(b) Lessor also reserves the right to move Lessee to other space of comparable size in the Building or Project. Lessor must provide at least 45 days prior written notice of such move, and the new space must contain improvements of comparable quality to those contained within the Premises. Lessor shall pay the reasonable out of pocket costs that Lessee incurs with regard to such relocation, including the expenses of moving and necessary stationary revision costs. In no event, however, shall Lessor be required to pay an amount in excess of two months Base Rent. Lessee may not be relocated more than once during the term of this Lease.

(c) Lessee shall not: (i) use a representation (photographic or otherwise) of the Building or Project or their name(s) in connection with Lessee's business; or (ii) suffer or permit anyone, except in emergency, to go upon the roof of the Building.

42. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

43. Authority; Multiple Parties; Execution.

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

44. Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

45. Offer. Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

46. Amendments. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

47. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

48. Arbitration of Disputes. An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☑ is not attached to this Lease.

49. Accessibility; Americans with Disabilities Act.

(a) The Premises:

☑ have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and

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determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:
1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.
2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING AND SIZE OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: _____
On: _____

By LESSOR:
28210/28216 Dorothy, LLC, a California limited liability company

By: _____
Name Printed: Bruce Albert
Title: _____
Phone: _____
Fax: _____
Email: _____

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: 28216 Dorothy Drive, Suite 200, Agoura Hills, CA 91301
Federal ID No.: _____

BROKER

_____
_____
INITIALS

Executed at: _____
On: _____

By LESSEE:
Compass Charter Schools, a non-profit public benefit corporation

By: _____
Name Printed: Elizabeth Brenner
Title: CEO
Phone: _____
Fax: _____
Email: _____

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: 28210 Dorothy Drive, #210, Agoura Hills, CA 91301
Federal ID No.: _____

BROKER

_____
_____
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CBRE, Inc.

Attn: Chris Swatosh
Title: Senior Vice President

Address: 5921 Owensmouth Ave., Woodland Hills, CA 91367
Phone: 818-517-8372
Fax: _____
Email: chris.swatosh@cbre.com
Federal ID No.: _____
Broker DRE License #: 00409987
Agent DRE License #: 01803294

Lee & Associates

Attn: Mark Leonard
Title: Principal

Address: 5707 Corsa Ave., Suite 200, Westlake Village, CA 91362
Phone: 818-449-4414
Fax: _____
Email: mleonard@lee-re.com
Federal ID No.: _____
Broker DRE License #: 01191898
Agent DRE License #: 01031863

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AIRCRE contracts

RENT ADJUSTMENT(S)
(ORIGINAL TERM)
STANDARD LEASE ADDENDUM

Dated: May 14, 2026
By and Between
Lessor: 28210/28216 Dorothy, LLC, a California limited liability company
Lessee: Compass Charter Schools, a non-profit public benefit corporation
Property Address: 28210 Dorothy Drive, Suite 210, Agoura Hills, CA 91301
(street address, city, state, zip)

Paragraph: 50

The monthly Base Rent during the Original Term of the Lease shall be increased by using the method(s) selected below (*check method(s) to be used and fill in appropriately*):

☐ **I. Consumer Price Index.**

a. The monthly Base Rent shall be increased on _____ and every _____ months thereafter during the Original Term ("**CPI Increase Date(s)**") commensurate with the increase in the CPI (as herein defined) determined as follows: the monthly Base Rent scheduled for the first month of the Original Term shall be multiplied by a fraction the denominator of which is the Base CPI (as herein defined), and the numerator of which is the Comparison CPI (as herein defined). The amount so calculated shall constitute the new Base Rent until the next CPI Increase Date, but in no event shall any such new Base Rent be less than the Base Rent for the month immediately preceding the applicable CPI Increase Date.

b. The term "**CPI**" shall mean the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for (*select one*): ☐ CPI W (Urban Wage Earners and Clerical Workers) or ☐ CPI U (All Urban Consumers), for (*fill in Urban Area*): _____ or ☐ the area in which the Premises is located, All Items (1982-1984 = 100). The term "**Comparison CPI**" shall mean the CPI of the calendar month which is 2 full months prior to the applicable Original Term CPI Increase Date. The term "**Base CPI**" shall mean the CPI of the calendar month which is 2 full months prior to the Commencement Date of the Original Term.

c. If the compilation and/or publication of the CPI is transferred to another governmental department, bureau or agency or is discontinued, then instead the index most nearly the same as the CPI shall be used to calculate the Base Rent increases hereunder. If the Parties cannot agree on such alternative index, then the matter shall be submitted for decision to the American Arbitration Association in accordance with the then rules of said association and the decision of the arbitrators shall be binding upon the parties, with the cost of such arbitration being paid equally by the Parties.

☐ **II. Fixed Percentage.** The monthly Base Rent shall be increased on _____ and every _____ months thereafter during the Original Term ("Percentage Increase Date(s)") by _____ percent (_____ %) of the monthly Base Rent scheduled to be paid for the month immediately preceding the applicable Percentage Increase Date.

☑ **III. Fixed Rental Adjustment(s) ("FRA").**

The monthly Base Rent shall be increased to the following amounts on the dates set forth below:

On (fill in FRA Adjustment Date(s)):	The new Base Rent shall be:
August 1, 2027	$3,938.67
August 1, 2028	$4,056.83

BROKER'S FEE: For each adjustment in Base Rent specified above, the Brokers shall be paid a Brokerage Fee in accordance with paragraph 15 of the Lease or if applicable, paragraph 9 of the Sublease.

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OPTION(S) TO EXTEND TERM
STANDARD LEASE ADDENDUM

Dated: May 14, 2026
By and Between
Lessor: 28210/28216 Dorothy, LLC, a California limited liability company
Lessee: Compass Charter Schools, a non-profit public benefit corporation
Property Address: 28210 Dorothy Drive, Suite 210, Agoura Hills, CA 91301
(street address, city, state, zip)

Paragraph: 51 **OPTION(S) TO EXTEND TERM.** Subject to the terms, conditions and provisions of Paragraph 39, Lessor grants Lessee one (1) option(s) to extend the term of the Lease ("**Extension Option(s)**"), with each Extension Option being for a term of twenty-four (24) months, commencing when the prior term expires ("**Option Term(s)**"). In order to exercise an Extension Option, Lessee must give written notice of such election to Lessor and Lessor must receive such notice at least six (6) but not more than eight (8) months prior to the date that the applicable Option Term would commence, time being of the essence. If timely and proper notification of the exercise of an Extension Option is not given by Lessee and/or received by Lessor, such Extension Option shall automatically expire. Except as specifically modified, the terms, conditions and provisions of the Lease shall apply during Option Terms but the amount of Rent during Option Terms shall be established by using the method(s) selected below *(check method(s) to be used and fill in appropriately)*:

☐ **I. Consumer Price Index.**

(a) During the Option Term(s) which start(s) on _____, the monthly Base Rent shall be increased on _____ and every _____ months thereafter during such Option Term(s) ("**Option Term CPI Increase Date(s)**") commensurate with the increase in the Option Term CPI (as herein defined) determined as follows: the monthly Base Rent scheduled for the month immediately preceding the first occurring Option Term CPI Increase Date shall be multiplied by a fraction the denominator of which is the Option Term Base CPI (as herein defined), and the numerator of which is the Option Term Comparison CPI (as herein defined). The amount so calculated shall constitute the new Base Rent until the next Option Term CPI Increase Date during the applicable Option Term, but in no event shall any such new Base Rent be less than the Base Rent for the month immediately preceding the applicable Option Term CPI Increase Date.

(b) The term "**Option Term CPI**" shall mean the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for *(select one)*: ☐ CPI W (Urban Wage Earners and Clerical Workers) or ☐ CPI U (All Urban Consumers), for *(fill in Urban Area)*: _____ or ☐ the area in which the Premises is located, All Items (1982-1984 = 100). The term "**Option Term Comparison CPI**" shall mean the CPI of the calendar month which is 2 full months prior to the applicable Option Term CPI Increase Date. The term "**Option Term Base CPI**" shall mean the CPI of the calendar month which is 2 full months prior to *(select one)*: ☐ Commencement Date of the Original Term, ☐ start of the applicable Option Term, or ☐ *(fill in month)* _____.

(c) If compilation and/or publication of the CPI is transferred to another governmental department, bureau or agency or is discontinued, then instead the index most nearly the same as the CPI shall be used to calculate the Base Rent increases hereunder. If the Parties cannot agree on such alternative index, then the matter shall be submitted for decision to the American Arbitration Association in accordance with the then rules of said association and the decision of the arbitrators shall be binding upon the parties, with the cost of such arbitration being paid equally by the Parties.

☐ **II. Fixed Percentage.** During the Option Term(s) which start(s) on _____, the monthly Base Rent shall be increased on _____ and every _____ months thereafter during such Option Term(s) ("**Option Term Percentage Increase Date(s)**") by _____ percent (_____%) of the monthly Base Rent scheduled to be paid for the month immediately preceding the applicable Option Term Percentage Increase Date.

☑ **III. Fair Market Value.**

(a) During the Option Term(s) which start(s) on September 1, 2029, the amount of Rent shall be the amount forecasted to be the fair market rental value of the Premises during such Option Term established pursuant to the procedures, terms, assumptions and conditions set forth herein ("**Fair Market Value**"); provided, however, regardless of such Fair Market Value, Base Rent during an Option Term shall not be less than the Base Rent scheduled as of when the prior term expires. Starting as of Lessee's exercise of the applicable Extension Option (but not earlier than six (6) months before start of the applicable Option Term), the Parties shall for thirty (30) days ("**Negotiation Period**") attempt to agree upon the Fair Market Value. If during the Negotiation Period the Parties do not agree on the Fair Market Value, then the Fair Market Value shall be established pursuant to the procedures set forth herein, which shall be binding.

(b) Each Party shall, within fifteen (15) days after the end of the Negotiation Period, in writing submit to the other Party such Party's determination of the Fair Market Value ("**Submitted Value(s)**"). If a Party fails to timely provide a Submitted Value, then the other Party's Submitted Value shall be the Fair Market Value. If both Parties timely provide Submitted Values, then each Party shall, within fifteen (15) days after both Parties have exchanged Submitted Values, in writing notify the other Party of such Party's selected valuator who shall meet the qualifications set forth herein ("**Advocate Valuator(s)**"). Lessor and Lessee may select an Advocate Valuator who is favorable to such Party's position and may, prior to or after appointment of an Advocate Valuator, consult with such Party's Advocate Valuator. If a Party fails to timely and properly provide notice of such Party's chosen Advocate Valuator, then the other Party's Submitted Value shall be the Fair Market Value.

(c) If both Parties timely and properly designate Advocate Valuators, then such Advocate Valuators shall, within fifteen (15) days after their selection, choose a third (3rd) neutral valuator who shall meet the qualifications set forth herein ("**Neutral Valuator**"). The Neutral Valuator shall be engaged jointly by Lessor and Lessee. If Advocate Valuators fail to agree upon and timely appoint a Neutral Valuator, then the President of AIR CRE shall appoint such Neutral Valuator within fifteen (15) days after request by either Party. If the President of AIR CRE does not timely appoint the Neutral Valuator, then either Party may file an appropriate legal action for a

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judge with competent jurisdiction over the Parties to appoint the Neutral Valuator.

(d) The Advocate Valuators and the Neutral Valuator (**"Valuator(s)"**) shall be duly licensed real estate brokers or salespersons in good standing in the state in which the Premises is located, shall have been active over the five (5) year period before their appointment in the leasing of properties similar to the Premises within the general real estate market of the Premises. The Neutral Valuator shall additionally not be related to or affiliated with either Party or Advocate Valuator, and shall not have previously represented in a real estate transaction a Party or anyone related to or affiliated with a Party. All matters to be determined by the Valuators shall be decided by a majority vote of the Valuators, with each Valuator having one (1) vote. The Valuators may, as the Valuators determine, hold hearings and require briefs, including market data and additional information.

(e) Within thirty (30) days after selection of the Neutral Valuator, the Valuators shall first determine the Fair Market Value established by taking into account the terms, assumptions and conditions set forth herein (**"Valuators' Market Value"**), then decide which Party's Submitted Value is closer in monetary amount to the Valuators' Market Value (**"Selected Market Value"**), then provide the Parties a copy of the Valuators' Market Value and finally notify the Parties of the Selected Market Value. The Selected Market Value shall be the Fair Market Value. The Valuators shall have no right to decide a Selected Market Value which is a compromise to (or modification of) the Submitted Values. The decision of the Valuators shall be binding upon the Parties. The Party whose Submitted Value is not the Selected Market Value shall, within ten (10) days after the Valuators decide the Selected Market Value, pay the fees and costs of all three (3) Valuators.

(f) If the Fair Market Value has not been established before the start of the applicable Option Term, then Lessee shall continue to pay to Lessor rent in the amount payable for the month immediately preceding the start of such Option Term and Lessor's acceptance of such rent shall not waive, adversely affect or prejudice the Parties' right to complete establishment of the Fair Market Value or Lessor's right to collect the full amount of the Fair Market Value once the Fair Market Value is established. Lessee shall, within ten (10) days after establishment of the Fair Market Value, pay to Lessor any deficiency in rent then due for the Option Term. Following establishment of Fair Market Value, the Parties shall, within ten (10) days after request by either Party, sign an amendment to this Lease to confirm the Fair Market Value and the expiration date of this Lease, but the Parties' failure to request or to sign such an amendment shall not affect establishment of the Fair Market Value or extension of the Lease term.

(g) The Valuators, in deciding the Valuators' Market Value, shall take into account rent rates, rent abatements, periodic rent increases, real property taxes, insurance premiums and other operating expenses, tenant improvement and other applicable allowances, building services, length of lease term and other factors professional real estate brokers and/or appraisers customarily consider in determining fair market rent of property in an arm's length transaction by ready, willing and able parties for space of comparable location, size, age, condition, quality, parking, visibility, view, signage and accessibility if the Premises were marketed in a normal and customary manner for a reasonable length of time on the open market to be leased to a tenant with financial strength and credit worthiness comparable to Lessee and guarantors (if any) of this Lease (as of Lessee's exercise of the Extension Option) for a term comparable to the length of the applicable Option Term and used for the Agreed Use (or other reasonably comparable uses). The Valuators, in deciding the Valuators' Market Value, shall not consider as a comparable transaction any of the following: a sublease, lease assignment, lease renewal or extension; lease with a tenant that has equity, is related to or affiliated with the landlord; or a lease of space that was subject to a right of first refusal, right of first offer, expansion option or other encumbrances. The Valuators, in deciding the Valuators' Market Value, shall reduce the Fair Market Value on account of Alterations and improvements made by Lessee to the extent the cost thereof was paid solely by Lessee (in excess of any applicable improvement allowance, abated rent in lieu of improvement allowance or other consideration provided by Lessor for Lessee's improvement of the Premises), shall not reduce the Fair Market Value on account of any real estate brokerage commission savings by Lessor, and shall not reduce the Fair Market Value on account of deferred maintenance or repair of the Premises for which Lessee was responsible under the Lease but did not perform.

(h) Once the Fair Market Value has been determined, the Base Rent shall increase annually by three percent (3%) commencing on the 13th month of the Option Term.

☐ **IV. Fixed Rental Adjustment(s) ("FRA").**

The monthly Base Rent shall be increased to the following amounts on the dates set forth below:

On (fill in FRA Adjustment Date(s)):	The new Base Rent shall be:
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

☐ **V. Continuation of Original Term Adjustments.**

The monthly Base Rent during the Option Term(s) which start(s) on _____ shall be increased in accordance with the same formula provided in the Lease to be used to calculate increases in the Base Rent during the Original Term of the Lease.

BROKER'S FEE: For each adjustment in Base Rent specified above, the Brokers shall be paid a Brokerage Fee in accordance with paragraph 15 of the Lease or if applicable, paragraph 9 of the Sublease.

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ADDENDUM TO THAT STANDARD MULTI-TENANT OFFICE LEASE – GROSS DATED MAY 14, 2026 BY AND BETWEEN 28210/28216 DOROTHY, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY ("LESSOR") AND COMPASS CHARTER SCHOOLS ("LESSEE") FOR THAT PROPERTY COMMONLY KNOWN AS 28210 DOROTHY DRIVE, SUITE 210, AGOURA HILLS, CA 91301.

52. EARLY POSSESSION. Lessee shall be granted Early Possession of the Premises per Paragraph 1.4, upon Lessor's receipt of the following: (i) Lease Agreement executed by Lessee, (ii) Lessee's payment of the Total Due Upon Execution of this Lease detailed in paragraph 1.7(e), and(iii) a Certificate of Insurance as per Paragraph 8.2(a) of the Lease Agreement. Such Early Possession shall be at no cost to Lessee to install furniture, fixtures and equipment, provided Lessee does not interfere with Lessor's contractor.

53. TENANT IMPROVEMENTS. Lessor, at Lessor's sole cost and expense, shall complete the following utilizing building standard materials and finishes:

1) Remove all the existing sinks in all the rooms and repair flooring;
2) In the room to the right of the entry, install a building standard "kitchen sink" and 5' base cabinet. Install a new duplex outlet on the wall just above the surface of the new base cabinet;
3) Add light fixtures to rooms (Lessor and Lessee to mutually agree on fixtures and locations);
4) Construct a small storage room approximately 4' x 12' along the interior wall as indicated on the attached plan. Entrance to the storage area to be a 4' foot pocket door.
5) Install two (2) new electrical outlets (location to be determined).
6) Re-paint the entire suite; Lessee to have choice of color.

54. RENTAL ABATEMENT. So long as Lessee is not in default of the Lease, Lessee shall receive one (1) month of Base Rent abatement given in the second (2nd) month of the initial term.

55. DATA/TELECOMMUNICATION. Lessee to provide its own data/telecommunication system at its sole cost and expense. Lessor makes no representation as to the condition or suitability of the existing data/telecommunication components.

56. SIGNAGE. Lessor, at Lessor's cost, shall provide Lessee's name on the Premises plaque and in the lobby building directory. Lessee, at Lessee's expense, shall be allowed to install laminate signage on the front door, subject to Lessor's approval and in accordance with building standards.

57. BROKER DISCLOSURE. The proposed A.I.R. Office Multi-Tenant Lease – Gross hereinafter "Agreement") is a standard form document, and Broker makes no representations or warranties with respect to the adequacy of this document for either Lessor's or Lessee's particular purposes. Broker has, at the direction of Lessor and/or Lessee, merely "filled in the blanks" based on prior discussions and/or correspondence of the parties. By executing below, Lessor and Lessee each acknowledge that the Agreement is delivered subject to the express condition that Broker has merely followed the instructions of the parties in preparing this document, and does

not assume any responsibility for its accuracy, completeness or form. Lessor and Lessee acknowledge and understand that in providing the Agreement, Broker has acted to expedite this transaction on behalf of Lessor and/or Lessee, and has functioned within the scope of professional ethics by doing so. Lessor and Lessee acknowledge that Broker(s) are not qualified to practice law, nor authorized to give legal advice or counsel the parties as to any legal matters affecting the Lease Agreement and any counteroffer. Broker hereby advises Lessor and Lessee to consult with their respective attorneys in connection with any questions each may have as to legal ramifications or effects of the lease documents, prior to the execution thereof.

To the extent that any terms and provisions of this Addendum are inconsistent with any terms of the Lease, the terms and provisions of this Addendum shall prevail and control for all purposes.

LESSOR INITIALS **LESSEE INITIALS**

STANDARD OFFICE LEASE
FLOOR PLAN

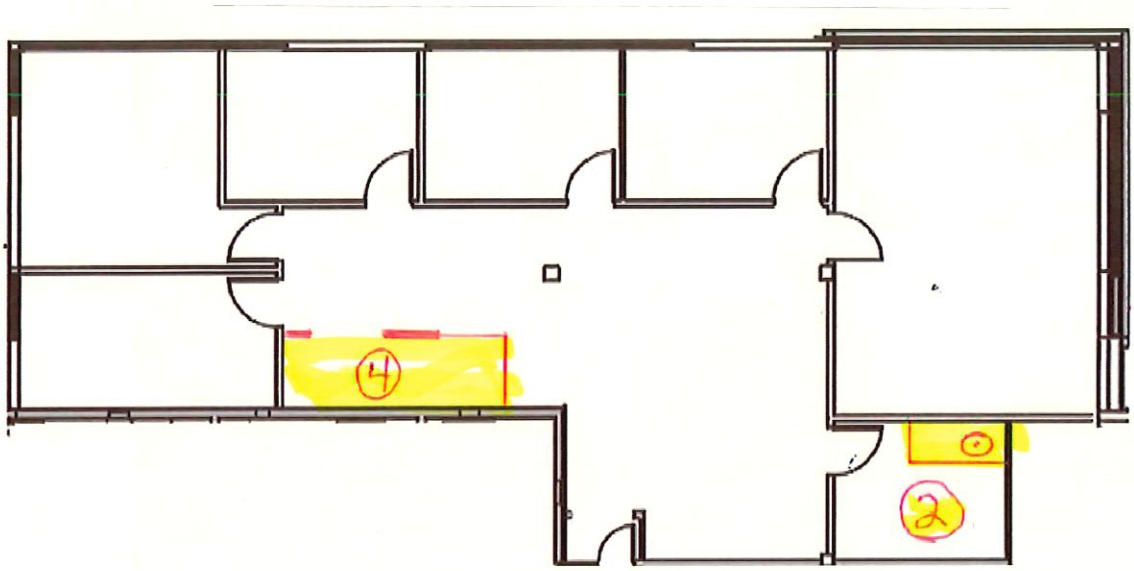


EXHIBIT A

Lessor Initials: _____ Lessee Initials: _____

AIRCRE contracts

RULES AND REGULATIONS FOR STANDARD OFFICE LEASE

Date: May 14, 2026

By and Between

Lessor: 28210/28216 Dorothy, LLC, a California limited liability company

Lessee: Compass Charter Schools, a non-profit public benefit corporation

Property Address: 28210 Dorothy Drive, Suite 210, Agoura Hills, CA 91301
(street address, city, state, zip)

GENERAL RULES

1. Lessee shall not suffer or permit the obstruction of any Common Areas, including driveways, walkways and stairways.
2. Lessor reserves the right to refuse access to any persons Lessor in good faith judges to be a threat to the safety and reputation of the Project and its occupants.
3. Lessee shall not make or permit any noise or odors that annoy or interfere with other lessees or persons having business within the Project.
4. Lessee shall not keep animals or birds within the Project, and shall not bring bicycles, motorcycles or other vehicles into areas not designated as authorized for same.
5. Lessee shall not make, suffer or permit litter except in appropriate receptacles for that purpose.
6. Lessee shall not alter any lock or install new or additional locks or bolts.
7. Lessee shall be responsible for the inappropriate use of any toilet rooms, plumbing or other utilities. No foreign substances of any kind are to be inserted therein.
8. Lessee shall not deface the walls, partitions or other surfaces of the Premises or Project.
9. Lessee shall not suffer or permit anything in or around the Premises or Building that causes excessive vibration or floor loading in any part of the Project.
10. Furniture, significant freight and equipment shall be moved into or out of the building only with the Lessor's knowledge and consent, and subject to such reasonable limitations, techniques and timing, as may be designated by Lessor. Lessee shall be responsible for any damage to the Office Building Project arising from any such activity.
11. Lessee shall not employ any service or contractor for services or work to be performed in the Building, except as approved by Lessor.
12. Lessor reserves the right to close and lock the Building on Saturdays, Sundays and Building Holidays, and on other days between the hours of 6:00 P.M. and 7:00 A.M. of the following day. If Lessee uses the Premises during such periods, Lessee shall be responsible for securely locking any doors it may have opened for entry.
13. Lessee shall return all keys at the termination of its tenancy and shall be responsible for the cost of replacing any keys that are lost. Lessor shall provide Lessee with seven (7) electronic entry fobs for 28210 Dorothy Drive at no cost. The charge for additional fobs or replacement fobs will be $15.00 each. Lessee is required to notify building management immediately if a fob is lost or needs to be deactivated or reassigned to another employee. Upon Lessee's move-out, Lessee is required to return all entry fobs and previously issued keys or a $15.00 charge will be incurred for each key and fob.
14. No window coverings, shades or awnings shall be installed or used by Lessee.
15. No Lessee, employee or invitee shall go upon the roof of the Building.
16. Lessee shall not suffer or permit smoking or carrying of lighted cigars or cigarettes in areas reasonably designated by Lessor or by applicable governmental agencies as non-smoking areas.
17. Lessee shall not use any method of heating or air conditioning other than as provided by Lessor.
18. Lessee shall not install, maintain or operate any vending machines upon the Premises without Lessor's written consent.
19. The Premises shall not be used for lodging or manufacturing, cooking or food preparation.
20. Lessee shall comply with all safety, fire protection and evacuation regulations established by Lessor or any applicable governmental agency.
21. Lessor reserves the right to waive any one of these rules or regulations, and/or as to any particular Lessee, and any such waiver shall not constitute a waiver of any other rule or regulation or any subsequent application thereof to such Lessee.
22. Lessee assumes all risks from theft or vandalism and agrees to keep its Premises locked as may be required.
23. Lessor reserves the right to make such other reasonable rules and regulations as it may from time to time deem necessary for the appropriate operation and safety of the Project and its occupants. Lessee agrees to abide by these and such rules and regulations.

PARKING RULES

1. Parking areas shall be used only for parking by vehicles no longer than full size, passenger automobiles herein called "Permitted Size Vehicles." Vehicles other than Permitted Size Vehicles are herein referred to as "Oversized Vehicles."
2. Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.
3. Parking stickers or identification devices shall be the property of Lessor and be returned to Lessor by the holder thereof upon termination of the holder's parking privileges. Lessee will pay such replacement charge as is reasonably established by Lessor for the loss of such devices.
4. Lessor reserves the right to refuse the sale of monthly identification devices to any person or entity that willfully refuses to comply with the applicable rules,

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regulations, laws and/or agreements.

5. Lessor reserves the right to relocate all or a part of parking spaces from floor to floor, within one floor, and/or to reasonably adjacent offsite location(s), and to reasonably allocate them between compact and standard size spaces, as long as the same complies with applicable laws, ordinances and regulations.

6. Users of the parking area will obey all posted signs and park only in the areas designated for vehicle parking.

7. Unless otherwise instructed, every person using the parking area is required to park and lock his own vehicle. Lessor will not be responsible for any damage to vehicles, injury to persons or loss of property, all of which risks are assumed by the party using the parking area.

8. Validation, if established, will be permissible only by such method or methods as Lessor and/or its licensee may establish at rates generally applicable to visitor parking.

9. The maintenance, washing, waxing or cleaning of vehicles in the parking structure or Common Areas is prohibited.

10. Lessee shall be responsible for seeing that all of its employees, agents and invitees comply with the applicable parking rules, regulations, laws and agreements.

11. Lessor reserves the right to modify these rules and/or adopt such other reasonable and non-discriminatory rules and regulations as it may deem necessary for the proper operation of the parking area.

12. Such parking use as is herein provided is intended merely as a license only and no bailment is intended or shall be created hereby.

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CBRE

Please note that the terms "Seller" and "Buyer" are defined by the CA Civil Code to include a lessor and lessee, respectively.

This form must be delivered before or concurrently with the signing of the purchase and sale contract (or lease). In lieu of this form, such confirmation may also be set forth in the purchase and sale contract (or lease).

REPRESENTATION CONFIRMATION

Date: May 14, 2026
Seller/Lessor: 28210/28216 Dorothy, LLC
Buyer/Lessee: Compass Charter Schools
Property Name:
Street Address, City, State: 28210 Dorothy Drive, #210, Agoura Hills, CA 91301
Further described as:

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered. The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction

CBRE, Inc. is the Agent of **(check one)**
Name of Listing Agent (Brokerage Firm)

☒ **the seller exclusively**; or ☐ **both the buyer and seller.**

Lee & Associates is the Agent of **(check one)**
Name of Selling Agent/Procuring Broker (Brokerage Firm)

☒ **the buyer exclusively**; or ☐ **the seller exclusively**; or ☐ **both the buyer and seller.**

SELLER/LESSOR

BY: _____

PRINT NAME: _____

TITLE: _____

BUYER/LESSEE

BY: _____

PRINT NAME: _____

TITLE: _____

December 2014

Coversheet

People Division Update

Section:	VIII. People Division
Item:	A. People Division Update
Purpose:	FYI
Submitted by:	
Related Material:	People Division Report - May 2026.pdf Employee Additions Report - 03.01.26 - 04.30.26.pdf Employee Terminations Report - 03.01.26 - 04.30.26.pdf

People Division Report
May 19, 2026

As we move through the second half of the 2025–26 school year, the People Division has shifted its focus toward proactive preparation for the upcoming academic year. Our work remains centered on supporting current staff, strengthening organizational trust and transparency, and strategically planning for the talent, systems, and culture needed for the year ahead.

Human Resources

Staffing and Recruitment: We continue to seek highly qualified, mission-aligned candidates to fill current and anticipated vacancies. Our recruitment strategy remains focused on early-cycle hiring to support a strong and well-prepared start to the 2026–27 school year. Current recruitment efforts include:

- Speech and Language Pathologists
- Supervising Teacher Options (HS) - Spanish
- Supervising Teacher Options (HS) - Science/chemistry
- Supervising Teacher Options (HS) - Math/ELA
- Supervising Teacher Options (1-8)

We are pleased to share that four new staff members joined the CCS team in March, April, and early May: Rachel Olivieri as a Teacher in Residence, Molly Good as a Supervising Teacher, Adi Eminente as the Academic Services Support Specialist, and Mary Chen as a Teacher in Residence.

Our Human Resources Manager is also supporting the interview process for Board Member vacancies, including the Parent Representative seat.

Staff Calendars: Following the approval of the 2026–27 scholar calendar at the March Board meeting, staff calendars have been prepared for the Board's review and are included in the FYI section.

Looking Ahead to 2026-27: Notices of Reasonable Assurance were shared with staff in March, and the earlier launch of the Intent to Return survey has allowed us to begin recruitment and staffing preparations for the 2026–27 school year ahead of our typical timeline.

We also continue to review and update policies for the 2026–27 Employee Handbook and Salary Schedules. The Salary Schedules will be presented in alignment with the review and approval of next year's operating budget at the June Board meeting.

In addition, the Human Resources team is preparing for upcoming changes related to annual salary increase documentation. In response to evolving guidance regarding creditable service for CalSTRS charter schools, we are transitioning from annual Salary Memos to annual Employment Agreements. This shift will allow us to provide

more detailed employment language, reduce ambiguity, and better align our documentation with retirement system expectations and eligibility considerations.

Training & Development

The Three Pillars of Training and Development: Our professional development framework continues to grow through the ongoing implementation of our Three Pillars.

> Under the **Speed of Trust** framework, leadership teams continued exploring Covey principles focused on trust, organizational culture, and self-reflection, while our Classified Community of Practice sessions reinforced these concepts organization-wide. We also began exploring broader implementation opportunities through introductory "Leader in Me" presentations and continued conversations regarding future alignment opportunities for staff and scholars.
>
> Our **Strength Deployment Inventory (SDI)** work continues to support team collaboration and relationship building across departments. SDI concepts have been incorporated into onboarding, coaching, restorative conversations, and team-building workshops, with additional sessions already scheduled for the upcoming school year. Simultaneously, our **Restorative Practices** Team continues to facilitate Community Building Circles and Climate Circles to strengthen staff connection, communication, and organizational support systems.

Across all Three Pillars, the core principles of Crucial Conversations are encouraged and coached as needed.

Spring In-Service and August Conference Planning Updates: Following a successful Spring In-Service Day in March, staff participated in a variety of internally led breakout sessions focused on instructional practices, communication, and organizational growth. Feedback from participants was overwhelmingly positive.

Planning is also actively underway for our in-person August Conference in San Diego, centered around the theme "Planting Possibilities, Growing Futures," with sessions focused on collaboration, generational perspectives, and team development. Additional offerings will include a breakout session on The Medici Effect: The Power of Intersectional Collaboration, highlighting the value of diverse perspectives and cross-functional collaboration in strengthening innovation and organizational growth.

In closing, the People Division continues to prioritize operational excellence and proactive planning to ensure Compass remains a leader in both scholar and staff success. We appreciate the Board's ongoing support and guidance as we navigate these upcoming transitions and work toward our goals.

Organizational changes have transpired since the last board of directors meeting. *Please see the enclosed worksheets titled Employee Additions Report and CCS Terminations Report.*

Compass Charter Schools (336061)

Employee Additions Report

3/1/2026 - 4/30-2026

Company Code	Preferred / First Name	Last Name	Position Title	Current Status	Tenure	Hire Date	Rehire Date
336061	Rachel	Olivieri	Teacher in Residence	Active	1 months	3/16/2026	
336061	Molly	Good	Supervising Teacher	Active	1 months	3/16/2026	
336061	Adi	Eminente	Academic Service Support Specialist	Active	1 months	4/13/2026	

Compass Charter Schools (336061)
Employee Terminations Report
3/1/2026 - 4/30/2026

Company Code	Preferred / First Name	Last Name	Position Title	Current Status	Tenure	Hire Date	Termination Date
336061	Lauren	Dann	Supervising Teacher	Terminated	4 years	2/22/2022	3/4/2026
336061	Ke'Len	Armstrong	Director of Options Learning	Terminated	3 years & 8 months	7/13/2022	3/27/2026

Powered by BoardOnTrack

Coversheet

2026-27 Staff Calendars

Section:	VIII. People Division
Item:	B. 2026-27 Staff Calendars
Purpose:	FYI
Submitted by:	
Related Material:	2026-27 Staff Calendar - 12-month Staff.pdf 2026-27 Staff Calendar -11-month Staff (205).pdf 2026-27 Staff Calendar -11-month Staff (201).pdf

2026-27 Staff Calendar

Key			
	First/Last Day of School		Holiday - No School
	Mid-Winter Break		In-service Day - No School
	Start of Semester 2 (Spring)		Instructional Days
	Graduation Week		Top-right # - Working days

12-Month Staff: Chiefs, Directors, Academic Division Managers/Principals (Online, Options), Academic Scholar Support (Scholar Support Coordinator), Academic Staff Support (Coordinators, Specialists), Academic Engagement (Coordinators), Academic Service Support Specialist, Special Education (Managers, Coordinators, Technicians), Operations Division (Managers, Coordinators, Specialists), People Division.

JULY '26 — 20

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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

1-3 Staff Summer Break
6 12-month Staff Start

23

AUGUST '26 — 21

S	M	T	W	T	F	S
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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					

10-13 All Staff Conference
26 First Day of School

21

SEPTEMBER '26 — 21

S	M	T	W	T	F	S
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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			

7 Labor Day

22

OCTOBER '26 — 21

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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

9 In-Service Day
12 Indigenous Peoples' Day

22

NOVEMBER '26 — 15

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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

11 Veterans' Day
23-27 Fall Break

21

DECEMBER '26 — 14

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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		

21-31 Winter Break

23

JANUARY '27 — 19

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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

1 Winter Break
18 MLK Day
28-29 Mid-Winter Break (Scholars)

21

FEBRUARY '27 — 19

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7	8	9	10	11	12	13
14	15	16	17	18	19	20
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1 Start of Semester 2 (Spring)
15 Presidents' Day

20

MARCH '27 — 20

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12 In-Service Day
29-31 Spring Break

23

APRIL '27 — 20

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1-2 Spring Break

22

MAY '27 — 20

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31 Memorial Day

21

JUNE '27 — 18

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20	21	22	23	24	25	26
27	28	29	30			

8 Last Day of School
9-11 Graduation Week
18 Juneteenth
28-30 Staff Summer Break

22

195 Instructional Days
228 Working Days
33 Holidays

2026-27 Staff Calendar

Key			
	First/Last Day of School		Holiday - No School
	Mid-Winter Break		In-service Day - No School
	Start of Semester 2 (Spring)		Instructional Days
	Graduation Week		Top-right # - Working days

11-Month Staff: Academic Support Supervisors (English Language Support, Scholar Success), Counselors, Speech and Language Pathologists

JULY '26 — 0

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1-3 Staff Summer Break
6 12-month Staff Start

23

AUGUST '26 — 21

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3 11-month Staff Start (205)
10-13 All Staff Conference
26 First Day of School

21

SEPTEMBER '26 — 21

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7 Labor Day

22

OCTOBER '26 — 21

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9 In-Service Day
12 Indigenous Peoples' Day

22

NOVEMBER '26 — 15

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11 Veterans' Day
23-27 Fall Break

21

DECEMBER '26 — 14

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21-31 Winter Break

23

JANUARY '27 — 19

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31						

1 Winter Break
18 MLK Day
28-29 Mid-Winter Break (Scholars)

21

FEBRUARY '27 — 19

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1 Start of Semester 2 (Spring)
15 Presidents' Day

20

MARCH '27 — 20

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12 In-Service Day
29-31 Spring Break

23

APRIL '27 — 20

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1-2 Spring Break

22

MAY '27 — 20

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31 Memorial Day

21

JUNE '27 — 15

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20	21	22	23	24	25	26
27	28	29	30			

8 Last Day of School
9-11 Graduation Week
18 Juneteenth
22 Last Day for 11-month (205)

22

195 Instructional Days
205 Working Days
27 Holidays

2026-27 Staff Calendar

Key			
	First/Last Day of School		Holiday - No School
	Mid-Winter Break		In-service Day - No School
	Start of Semester 2 (Spring)		Instructional Days
	Graduation Week		Top-right # - Working days

11-Month Staff: Education Specialists, Instructional Coaches, Instructional Aides, Resource Specialists, SLP Assistants, Supervising Teachers, Teacher in Residence (TIR), Tutors (includes English Language)

JULY '26 — 0

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1-3 Staff Summer Break
6 12-month Staff Start

23

AUGUST '26 — 21

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3 11-month Staff Start (201)
10-13 All Staff Conference
26 First Day of School

21

SEPTEMBER '26 — 21

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7 Labor Day

22

OCTOBER '26 — 21

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9 In-Service Day
12 Indigenous Peoples' Day

22

NOVEMBER '26 — 15

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29	30					

11 Veterans' Day
23-27 Fall Break

21

DECEMBER '26 — 14

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21-31 Winter Break

23

JANUARY '27 — 19

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1 Winter Break
18 MLK Day
28-29 Mid-Winter Break (Scholars)

21

FEBRUARY '27 — 19

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1 Start of Semester 2 (Spring)
15 Presidents' Day

20

MARCH '27 — 20

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28	29	30	31			

12 In-Service Day
29-31 Spring Break

23

APRIL '27 — 20

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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

1-2 Spring Break

22

MAY '27 — 20

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					

31 Memorial Day

21

JUNE '27 — 11

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			

8 Last Day of School
9-11 Graduation Week
15 Last Day for 11-month (201)
18 Juneteenth

22

195 Instructional Days
201 Working Days
26 Holidays

Coversheet

Academic Division Updates

Section: IX. Academic Services
Item: A. Academic Division Updates
Purpose: FYI
Submitted by:
Related Material: Academic Division Board Update 2026_05_19.pdf

Academic Division Board Report Update May 19, 2026

I. Foundational Purpose & Core Values (ARTIC)

Our academic initiatives remain rooted in the core identity of our institution:

- **Mission:** To inspire and develop innovative, creative, self-directed learners, one scholar at a time.
- **Vision:** 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 academic division continues to uphold the ARTIC values in all educational programming:

- **Achievement:** Encouraging scholars to engage in and take charge of their learning.
- **Respect:** Maintaining respectful interactions between scholars, learning coaches, and staff.
- **Teamwork:** Cooperatively working with all persons involved in a scholar's education.
- **Integrity:** Following strong ethical principles and academic honesty.
- **Communication:** Proactively communicating with all educational stakeholders.

II. Chief Academic Officer (CAO) Highlights

- 102 pending June graduates! Team preparing for ceremonies and closing out SY.
- Team is collaboratively enrolling and rostering scholars for next school year
- Team is prioritizing areas to focus on and support for next school year
- Conference planning is underway, which will kick off some initiatives
- Engaged in hiring process for next SY’s leadership and teaching positions, with focus on major goals (WIGs), improving support for scholars and innovatively personalizing learning experiences while strengthening accountability to state standards

III. Departmental Updates

- **Academic Support**
    - Emergent Multilingual team applying insights on bilingual education standards and new strategies to improve program and scholar support gained from team members Gina Lopez, Hope Harmon, and Christy Saez attendance at CABE Annual Conference in March.
    - UPchieve pilot year progress: The 24/7 content area “homework help” tutor line reports 436 students have logged in to request a total of 352 tutoring sessions, resulting in over 142 hours of academic support and nearly 16,000 messages exchanged with coaches. Math is the most utilized subject, accounting for 35.1% of all sessions, followed by English at 22.1%. Promising first year. Goal: Learn from usage reports and scholars, then work w/marketing to increase awareness and usage.
- **Counseling:**
    - CYBHI initiative continues to build momentum as many families elect to participate during re-enrollment processes.
- **Engagement:**
    - Newly launched scholar clubs include “The Scholar Spot” and “The ESports Club”!

        - The Scholar Spot was designed in partnership with the Scholar Leadership Council and is a welcoming, drop-in space designed for connection, community, and conversation. Scholars in grades 6–12 are invited to join for guided discussions, interactive activities, and opportunities to build relationships with peers and staff across Compass Charter Schools. This flexible space allows scholars to attend as their schedules allow while fostering a sense of belonging and engagement throughout the school year.
        - The Esports Club (Grades 6–12) offers scholars an engaging opportunity to build teamwork, communication, and strategic thinking skills through organized and collaborative gaming. Scholars will learn about digital citizenship, sportsmanship, and responsible online behavior while connecting with peers in a structured and supportive environment. This club emphasizes leadership, collaboration, and positive competition through Esports activities and league play.
    - Engagement Registrations of Special Populations
        - 27% of SED Scholars Registered for 1 or more Engagement Offerings
        - 19% of EL Scholars Registered for 1 or more Engagement Offerings
        - 20% of Foster Scholars Registered for 1 or more Engagement Offerings
        - 21% of MKV Scholars Registered for 1 or more Engagement Offerings
    - Scholar Celebrations May & June 2026
        - In-Person: 12th Grade Graduation & 8th Grade Promotion
            - Wednesday, June 10: Carson Event Center (Carson, CA)
            - Thursday, June 11 - Maderas Golf Club (Poway, CA)
            - Friday, June 12 - Harper Alumni Center (Sacramento, CA)
        - Virtual: Kindergarten, 5th Grade Culmination, 8th Grade Social, 12th Grade Social, Virtual Award Ceremonies (Options Elementary & Middle School, Online Elementary & Middle School, Options & Online High School)
- **Online Learning**
    - Reviewing weekly progress reports that are sent to Online scholars each week to ensure that the information that is in the report is accurate and easy for learning coaches and scholars to understand.
- **Options Learning**
    - The team is assessing its meeting structures, organization and PD needs to plan and improve for the next SY.
- **Special Education:**
    - Currently serving 353 scholars. At this time last year, approximately 385.
    - The process of designating staff for extended school year is underway for interested scholars.
- **Staff Support:**
    - The ELPAC window is still open, and scholars will be testing until 5/29.
        - All 4 domains completed as of 5/11:
            - CCS of Los Angeles: 68.42%
            - CCS of San Diego: 58.54%
            - CCS of Yolo: 71.43%
    - CAASPP concluded in CCS of Los Angeles and San Diego on 5/8.
        - Final participation
            - CCS of Los Angeles: 94.62% (LOSS penalty of .38%)
            - CCS of San Diego: 93.17% (LOSS penalty of 1.83%)
            - CCS of Yolo: testing extended through 5/22 due to incoming scholars

Coversheet

Special Education Contracts for 26-27 SY and ESY

Section: IX. Academic Services
Item: B. Special Education Contracts for 26-27 SY and ESY
Purpose: Vote
Submitted by: Greg Cohen
Related Material:
Specialized Therapy Services (OAS) _ Compass Charter 2026_2027 master contract.pdf
Partners in Special Education (PSE) _ Compass Charter 2026_2027 master contract.pdf
Oxford Consulting Services _ Compass Charter 2026_2027 master contract.pdf
El Paseo Children's Center _ Compass Charter 2026_2027 master contract.pdf
AACA _ Compass Charter 2026_2027 master contract.pdf
Butterfly Effects _ Compass Charter 2026_2027 master contract.pdf

BACKGROUND:

Compass contracts with Non-Public Agencies to provide related services and assessments to scholars who require these services based on their Individual Education Plan. After a good faith effort reviewing alternative service providers, Compass proposes to (continue) use of these agencies to provide the majority of these services.

- Academy for Advancement of Children with Autism (AACA) for one scholar attending this in person NPS at $140,000.00
- Butterfly Effects for in person SAI, SLP, AT, OT, PT, APE services at $120,000.00
- El Paseo Children's Center for Psych/Ed, ERMHS, FBA, Nurse and some in person assessments at $220,000.00
- Oxford Consulting Services for SLP, OT, AT, BIS, Counseling, DHH, APE, PT services at $350,000.00
- Partners in Special Education for SLP, OT, AT, BIS, Counseling, DHH, APE, PT services at $420,000.00
- Specialized Therapy Services for SLP, OT, AT, BIS, Counseling, DHH, APE, PT , SSE, VS, VT and some in person services at $325,000.00

RECOMMENDATION:

Approval of these Non-Public Agency contracts for Extended School year 2026 and the 2026/27 school year.

Nonpublic, Nonsectarian School/Agency Services

MASTER CONTRACT

2026-2027

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA COMPASS CHARTER SCHOOLS

Contract Year 2026-2027

____ Nonpublic School

X Nonpublic Agency

Type of Contract:

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

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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EXHIBIT A: 2026-2027 RATES 35

2026-2027

LOCAL EDUCATION AGENCY: Compass Charter Schools

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: **Specialized Therapy Services**

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on July 1, 2026, between Compass Charter Schools , hereinafter referred to as the local educational agency ("LEA"), a member of the El Dorado SELPA and Specialized Therapy 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, 2026 to June 30, 2027 (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, 2026 (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 District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA

6. INDIVIDUAL SERVICE AGREEMENT ("ISA")

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

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

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide

a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the NPS/A.

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

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, and employees.

b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.

c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).

d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

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

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

f. "Parent" means:

i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,

ii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,

iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,

iv. a surrogate parent,

v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

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.

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

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, et seq., 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and it's implementing regulations. If the IEP team determines that a student's behavior impedes 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 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, 2026, 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 district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public-school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR

shall comply with the requirements of California Education Code sections 35021 *et. seq*. and 49406, regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49422 et seq. when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provide to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement

acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature

of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

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

57. RIGHT TO WITHHOLD PAYMENT

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

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

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

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

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

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

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

58. PAYMENT FROM OUTSIDE AGENCIES

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

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (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; 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, 2026 and terminates at 5:00 P.M. on June 30, 2027 unless sooner terminated as provided herein.

CONTRACTOR /Nonpublic School or Agency **LEA / Compass Charter Schools**

By: _____ **By:** _____
Signature **Date** **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**
Nonpublic School/Agency/Related Service Provider **Specialized Therapy Services**	**LEA** **Compass Charter Schools**
Address 4204A Adams Ave,	**Address** **850 Hampshire Rd. Ste. R**
City **State** **Zip** San Diego CA 92116	**City** **Thousand Oaks** **State** **CA** **Zip** **91361**
Phone **Fax** 619 431-5049	**Phone** **805 937-4227** **Fax** **805 590-7077**
Email steve@theoascenter.com	**Email** **ebrenner@compasscharters.org**

EXHIBIT A: 2026-2027 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Specialized Therapy Services
The CONTRACTOR CDS NUMBER: _____

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: _____

Maximum Contract Amount: $325,000.00

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

1) Related Services - see attached rate sheet for 2026/2027

Nonpublic, Nonsectarian School/Agency Services

MASTER CONTRACT

2026-2027

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA COMPASS CHARTER SCHOOLS

Contract Year 2026-2027

____ Nonpublic School

X Nonpublic Agency

Type of Contract:

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

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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EXHIBIT A: 2026-2027 RATES 35

2026-2027

LOCAL EDUCATION AGENCY: Compass Charter Schools

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Partners in Special Education

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on July 1, 2026, 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, 2026 to June 30, 2027 (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, 2026 (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 District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA

6. INDIVIDUAL SERVICE AGREEMENT ("ISA")

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

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

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide

a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the NPS/A.

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

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, and employees.

b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.

c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).

d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

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

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

f. "Parent" means:

i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,

ii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,

iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,

iv. a surrogate parent,

v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

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.

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

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

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, et seq., 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and it's implementing regulations. If the IEP team determines that a student's behavior impedes 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 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, 2026, 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 district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public-school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR

shall comply with the requirements of California Education Code sections 35021 *et. seq*. and 49406, regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49422 et seq. when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provide to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement

acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature

of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

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

57. RIGHT TO WITHHOLD PAYMENT

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

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

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

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

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

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

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

58. PAYMENT FROM OUTSIDE AGENCIES

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

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (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; 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, 2026 and terminates at 5:00 P.M. on June 30, 2027 unless sooner terminated as provided herein.

CONTRACTOR /Nonpublic School or Agency **LEA / Compass Charter Schools**

By: _____ **By:** _____
Signature **Date** **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**
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 **State** **Zip** Pasadena, CA 91107	**City** **Thousand Oaks** **State** **CA** **Zip** **91361**
Phone **Fax** 661-965-8459	**Phone** **805 937-4227** **Fax** **805 590-7077**
Email cmispagel@partnersped.com	**Email** **ebrenner@compasscharters.org**

EXHIBIT A: 2026-2027 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: $420,000.00

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

1) Related Services - see attached rate sheet for 2026/2027

Nonpublic, Nonsectarian School/Agency Services

MASTER CONTRACT

2026-2027

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA COMPASS CHARTER SCHOOLS

Contract Year 2026-2027

____ Nonpublic School

X Nonpublic Agency

Type of Contract:

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

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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2026-2027

LOCAL EDUCATION AGENCY: Compass Charter Schools

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Oxford Consulting Services

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on July 1, 2026, between Compass Charter Schools , hereinafter referred to as the local educational agency ("LEA"), a member of the El Dorado SELPA and Oxford Consulting Services
(nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq*. and Title 5 of the California Code of Regulations section 3000 *et seq*., AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Service Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all relevant services specified in the student's Individualized Education Program (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for the development of the ISA and invoices.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 et seq and within the professional scope of practice of each provider's license, certification, and/or credential. A current copy of CONTRACTOR's NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract.

Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

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

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2026 to June 30, 2027 (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, 2026 (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 District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA

6. INDIVIDUAL SERVICE AGREEMENT ("ISA")

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

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

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide

a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the NPS/A.

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

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, and employees.

b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.

c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).

d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

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

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

f. "Parent" means:

i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,

ii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,

iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,

iv. a surrogate parent,

v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

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.

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

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, et seq., 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and it's implementing regulations. If the IEP team determines that a student's behavior impedes 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 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, 2026, 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 district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public-school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR

shall comply with the requirements of California Education Code sections 35021 *et. seq*. and 49406, regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49422 et seq. when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provide to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement

acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature

of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

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

57. RIGHT TO WITHHOLD PAYMENT

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

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

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

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

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

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

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

58. PAYMENT FROM OUTSIDE AGENCIES

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

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (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; 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, 2026 and terminates at 5:00 P.M. on June 30, 2027 unless sooner terminated as provided herein.

CONTRACTOR /Nonpublic School or Agency **LEA / Compass Charter Schools**

By: _____ **By:** _____
Signature **Date** **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**
Nonpublic School/Agency/Related Service Provider Oxford Consulting Services	**LEA** **Compass Charter Schools**
Address 28202 Cabot Road Suite 300	**Address** **850 Hampshire Rd. Ste. R**
City **State** **Zip** Laguna Niguel, CA 92677	**City** **Thousand Oaks** **State** **CA** **Zip** **91361**
Phone **Fax** 949-596-9125	**Phone** **805 937-4227** **Fax** **805 590-7077**
Email crussi@oxfordconsuiting.com	**Email** **ebrenner@compasscharters.org**

EXHIBIT A: 2026-2027 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Oxford Consulting Services
The CONTRACTOR CDS NUMBER: _____

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: _____

Maximum Contract Amount: $350,000.00

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

1) Related Services - see attached rate sheet for 2026/2027

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Nonpublic, Nonsectarian School/Agency Services

MASTER CONTRACT

2026-2027

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA COMPASS CHARTER SCHOOLS

Contract Year 2026-2027

____ Nonpublic School

X Nonpublic Agency

Type of Contract:

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

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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EXHIBIT A: 2026-2027 RATES 35

2026-2027

LOCAL EDUCATION AGENCY: Compass Charter Schools

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: El Paseo Children's Center, Inc

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on July 1, 2026, 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, 2026 to June 30, 2027 (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, 2026 (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 District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA

6. INDIVIDUAL SERVICE AGREEMENT ("ISA")

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

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

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide

a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the NPS/A.

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

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, and employees.

b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.

c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).

d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

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

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

f. "Parent" means:

i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,

ii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,

iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,

iv. a surrogate parent,

v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

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.

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

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, et seq., 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and it's implementing regulations. If the IEP team determines that a student's behavior impedes 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 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, 2026, 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 district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public-school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR

shall comply with the requirements of California Education Code sections 35021 *et. seq*. and 49406, regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49422 et seq. when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provide to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement

acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature

of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

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

57. RIGHT TO WITHHOLD PAYMENT

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

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

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

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

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

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

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

58. PAYMENT FROM OUTSIDE AGENCIES

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

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (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; 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, 2026 and terminates at 5:00 P.M. on June 30, 2027 unless sooner terminated as provided herein.

CONTRACTOR /Nonpublic School or Agency **LEA / Compass Charter Schools**

By: _____ **By:** _____
Signature **Date** **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**
Nonpublic School/Agency/Related Service Provider El Paseo Children's Center, Inc	**LEA** **Compass Charter Schools**
Address 74075 El Paseo Drive, Suite A2B,	**Address** **850 Hampshire Rd. Ste. R**
City **State** **Zip** Palm Desert, CA, 92260	**City** **Thousand Oaks** **State** **CA** **Zip** **91361**
Phone **Fax** 661-212-1360	**Phone** **805 937-4227** **Fax** **805 590-7077**
Email b.cooper@elpaseostaffing.com	**Email** **ebrenner@compasscharters.org**

EXHIBIT A: 2026-2027 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: $220,000.00

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

1) Related Services - see attached rate sheet for 2026/2027

Nonpublic, Nonsectarian School/Agency Services

MASTER CONTRACT

2026-2027

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA COMPASS CHARTER SCHOOLS

Contract Year 2026-2027

X Nonpublic School

____ Nonpublic Agency

Type of Contract:

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

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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2026-2027

LOCAL EDUCATION AGENCY: Compass Charter Schools

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Academy for Advancement of Children with Autism / AACA

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on July 1, 2026, 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, 2026 to June 30, 2027 (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, 2026 (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 District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA

6. INDIVIDUAL SERVICE AGREEMENT ("ISA")

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

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

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

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

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, and employees.

b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.

c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).

d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate

degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

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

f. "Parent" means:

i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,

ii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,

iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,

iv. a surrogate parent,

v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

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.

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

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, et seq., 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and it's implementing regulations. If the IEP team determines that a student's behavior impedes 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 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, 2026, 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 district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public-school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq*. and 49406, regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49422 et seq. when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provide to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each

administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP

and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

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

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not

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

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

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

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

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

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

After sixty (60) business days: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and

expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

58. PAYMENT FROM OUTSIDE AGENCIES

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

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (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; 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, 2026 and terminates at 5:00 P.M. on June 30, 2027 unless sooner terminated as provided herein.

CONTRACTOR /Nonpublic School or Agency **LEA / Compass Charter Schools**

By: _____ **By:** _____
Signature **Date** **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**
Nonpublic School/Agency/Related Service Provider Academy for Advancement of Children with Autism / AACA	**LEA** **Compass Charter Schools**
Address 22280 Devonshire St.,	**Address** **850 Hampshire Rd. Ste. R**
City **State** **Zip** Chatsworth, Ca. 91311	**City** **Thousand Oaks** **State** **CA** **Zip** **91361**
Phone **Fax** 818 882-0200	**Phone** **805 937-4227** **Fax** **805 590-7077**
Email kvanderpool@autismacademy.org	**Email** **ebrenner@compasscharters.org**

EXHIBIT A: 2026-2027 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:

1) Related Services - see attached rate sheet for 2026/2027

Nonpublic, Nonsectarian School/Agency Services

MASTER CONTRACT

2026-2027

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA COMPASS CHARTER SCHOOLS

Contract Year 2026-2027

____ Nonpublic School

X Nonpublic Agency

Type of Contract:

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

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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EXHIBIT A: 2026-2027 RATES 35

2026-2027

LOCAL EDUCATION AGENCY: Compass Charter Schools

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Butterfly Effects Therapy, INC

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on July 1, 2026, 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, 2026 to June 30, 2027 (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, 2026 (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 District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA

6. INDIVIDUAL SERVICE AGREEMENT ("ISA")

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

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

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

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

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, and employees.

b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.

c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).

d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate

degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

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

f. "Parent" means:

i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,

ii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,

iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,

iv. a surrogate parent,

v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

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.

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

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, et seq., 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and it's implementing regulations. If the IEP team determines that a student's behavior impedes 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 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, 2026, 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 district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public-school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq*. and 49406, regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49422 et seq. when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provide to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each

administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP

and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

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

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not

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

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

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

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

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

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

After sixty (60) business days: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and

expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

58. PAYMENT FROM OUTSIDE AGENCIES

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

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

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

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

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

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

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

61. INSPECTION AND AUDIT

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

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student pupils as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and 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, 2026 and terminates at 5:00 P.M. on June 30, 2027 unless sooner terminated as provided herein.

CONTRACTOR /Nonpublic School or Agency **LEA / Compass Charter Schools**

By: _____ **By:** _____
Signature **Date** **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 Leticia Fernadez	**Name and Title** **Elizabeth Brenner, Superintendent**
Nonpublic School/Agency/Related Service Provider Butterfly Effects Therapy, INC	**LEA** **Compass Charter Schools**
Address 29184 Flowerpark Drive	**Address** **850 Hampshire Rd. Ste. R**
City **State** **Zip** Canyon Country, 91387	**City** **Thousand Oaks** **State** **CA** **Zip** **91361**
Phone **Fax** 661-212-1360	**Phone** **805 937-4227** **Fax** **805 590-7077**
Email butterflyeffectstherapy@gmail.com	**Email** **ebrenner@compasscharters.org**

EXHIBIT A: 2026-2027 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: $120,000.00

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

1) Related Services - see attached rate sheet for 2026/2027

Powered by BoardOnTrack

Coversheet

Update: Board Policy #16: Concurrent Enrollment Policy

Section:	IX. Academic Services
Item:	C. Update: Board Policy #16: Concurrent Enrollment Policy
Purpose:	Vote
Submitted by:	Greg Cohen
Related Material:	Board Policy #16 (New Draft) Dual Enrollment & Conc...pdf Board Policy #16 (Mark Up) Dual Enrollment and Conc...pdf

BACKGROUND:

The revisions to Board Policy #16 are driven by both legislative requirements and evolving academic opportunities for scholars. California Assembly Bills 705 and 1705 mandate that community colleges, and by extension concurrent enrollment scholars, may no longer access pre-transfer level math courses, requiring direct placement into transfer-level coursework. To remain compliant with state law and ensure clarity for families, CCS has updated its policy to reflect these restrictions. In addition, the policy has been expanded to provide carefully structured opportunities for academically advanced K–8 scholars to pursue concurrent enrollment, with clear limitations on course types and strict safeguards to maintain alignment with CCS graduation requirements and UC/CSU admissions standards.

This will change the title of Board Policy #16: Concurrent Enrollment Policy to Board Policy #16: Dual Enrollment & Concurrent Enrollment Policy.

RECOMMENDATION:

Approve policy.

SECTION 4 – CURRICULUM

Board Policy #16: Dual Enrollment & Concurrent Enrollment Policy

Adopted/Ratified: October 3, 2019
Revision Date: September 27, 2020, August 11, 2021, May 18, 2024, May 17, 2025, December 9, 2025, May 19, 2026

It is the policy of the Compass Charter Schools ("CCS") Board of Directors to support scholar access to advanced academic opportunities through dual enrollment and concurrent enrollment in college-level coursework, in accordance with applicable state laws, regulations, and institutional partnerships.

For purposes of this policy:

- **Dual Enrollment** refers to college-level courses offered through a formal partnership between CCS and a postsecondary institution, which are integrated into the CCS educational program and included on the scholar's Master Agreement.
- **Concurrent Enrollment** refers to college-level courses taken independently by scholars at a postsecondary institution outside of the CCS educational program and not included on the Master Agreement.

Participation in either program is voluntary and subject to all applicable CCS requirements, procedures, and approvals. CCS reserves the right to approve, deny, or revoke participation based on scholar eligibility, academic performance, and program capacity.

Dual Enrollment

Irvine Valley College (IVC) Partnership

The Dual Enrollment Program between CCS and Irvine Valley College ("IVC") provides eligible scholars the opportunity to enroll in designated college-level courses and earn both high school and college credit. These courses are offered as part of the CCS educational program and are intended to support college readiness and successful transition to postsecondary education. Dual enrollment courses shall be included on the scholar's Master Agreement, and academic progress shall be monitored by CCS credentialed staff.

Requirements:

Scholars must meet all of the following requirements, as determined by CCS:

1. Be in good academic standing and not subject to tiered re-engagement interventions.
2. Meet minimum GPA requirements (2.0 GPA) established by CCS and/or Irvine Valley College.

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3. Complete all required Irvine Valley College application, registration, and onboarding processes.
4. Obtain parent/guardian consent if under eighteen (18) years of age.
5. Enroll in and complete a minimum of two (2) designated dual enrollment courses prior to enrolling in general community college coursework, unless otherwise approved by CCS.
6. Participate in any required orientations or preparatory activities.

Procedure:

- Scholars shall notify the College & Career Readiness Counselor of their intent to participate in dual enrollment.
- Scholars shall submit a Dual/Concurrent Enrollment Request Form, including parent/guardian authorization.
- Scholars shall complete all Irvine Valley College onboarding and enrollment requirements.
- The College & Career Readiness Counselor shall verify eligibility and issue course approval. Processing time shall be approximately five (5) business days.

Appeals:

If a request is denied, the scholar may submit an appeal to the Director of Counseling Services.

Limitations:

- Course offerings shall be limited to those available through the CCS–IVC partnership.
- The number of courses per term may be limited based on program structure, scholar readiness, and institutional constraints, as determined by CCS.
- Continued participation is contingent upon successful course completion and maintenance of good academic standing (2.0 GPA).
- CCS reserves the right to remove a scholar from the program for failure to meet academic or behavioral expectations.

Credit for Dual Enrollment Courses:

- Dual enrollment courses shall be included on the scholar's CCS Master Agreement and official schedule.
- Scholars shall earn both high school and college credit upon successful completion.
- High school credit shall be awarded as follows:
    - Ten (10) credits for courses carrying three (3) or more college units.
    - Courses carrying fewer than three (3) units shall be evaluated on a case-by-case basis by the College & Career Readiness Counselor.
- The letter grade assigned by Irvine Valley College shall be recorded on the CCS transcript.
- All coursework shall also appear on the scholar's official college transcript.

Costs and Fees:

- Dual enrollment courses are offered as part of the CCS educational program pursuant to

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the partnership with Irvine Valley College.
- Irvine Valley College waives tuition fees for high school scholars participating in dual enrollment.
- CCS will cover remaining associated fees and course materials in accordance with the terms of the partnership agreement.

Concurrent Enrollment

Community College Courses

It is the policy of the CCS Board of Directors to support the concurrent enrollment of scholars in advanced scholastic or vocational education coursework at local community colleges. Concurrent enrollment permits scholars to enroll in college-level coursework at a postsecondary institution independent of the CCS educational program. Such coursework is supplemental and shall not be included on the scholar's Master Agreement. Scholars who wish to concurrently enroll in a community college must follow the requirements and procedures below.

Requirements:

Scholars must meet all of the following requirements:

1. **Dual Enrollment Prerequisite:**
   Scholars seeking concurrent enrollment shall first successfully complete a minimum of two (2) dual enrollment courses offered through the CCS–Irvine Valley College partnership. Successful completion shall be defined as earning a passing grade, as determined by CCS grading policy. Under special circumstances, these required dual enrollment courses may be taken concurrently with community college coursework only upon prior approval in accordance with CCS procedures.
   - **Exemption for "Prepared" Scholars:**
     Scholars designated as "Prepared" pursuant to the California College/Career Indicator (CCI), as determined by CCS in accordance with applicable state guidelines, shall be exempt from the dual enrollment prerequisite and may proceed directly to concurrent enrollment, provided all other requirements are met.

2. **Grade Level Requirements**
   - **Grades 9-12**
     - Be in good academic standing and not subject to tiered re-engagement interventions.
     - Meet all GPA, course, and age requirements established by the postsecondary institution.
     - Enroll in college coursework in addition to the scholar's CCS course schedule.
     - Maintain minimum CCS enrollment as follows:

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        - Four (4) course minimum for high school scholars, unless in the final semester.
    - **“Special Circumstances”, Grades K-8:**
        - Enrollment shall require prior administrative approval by CCS.
        - Eligibility shall be limited to scholars demonstrating advanced academic readiness, as determined by CCS.
        - Scholars must maintain a minimum of five (5) CCS courses.
        - High school credit shall only be awarded in the following subject areas:
            - Language Other Than English (LOTE)
            - Mathematics

Procedure:

- Scholars must notify the College & Career Readiness Counselor prior to enrolling in a college level course for high school credit purposes. Failure to do so will prevent scholars from receiving high school credit.
- Scholars must submit a Concurrent Enrollment Request Form, including a parent/guardian signature.
- The College & Career Readiness Counselor shall review the scholar’s eligibility based on the criteria outlined above and determine whether all requirements have been met. Upon approval, the College & Career Readiness Counselor shall confirm eligibility and authorize course participation. Processing shall be completed within five (5) business days.

Appeals:

- If a request is denied, the scholar may submit an appeal to the Director of Counseling Services.
- Concurrent college coursework will not appear on the CCS master agreement.

Limitations:

- A scholar will be approved to take no more than two (2) community college courses at one time, in addition to the scholar’s CCS course(s).
- If the scholar successfully completes the course(s) with a 2.0 GPA or better and maintains satisfactory attendance at CCS, the scholar will be eligible for another semester of concurrent enrollment following the procedures noted above.
- Eligibility for additional courses will also be determined based on scholar performance and the policies of the community college they are attending.
- Starting Fall 2022, California Community Colleges are no longer allowed to offer pretransfer-level math courses due to the interpretation of AB 705 and AB 1705 legislation. This includes classes like Beginning Algebra (Algebra 1), Intermediate Algebra (Algebra 2), Geometry, Math for Associate Degrees, and Pre-statistics. As a result, high school students enrolled in college courses through concurrent enrollment will also not have access to these foundational math courses at the community college level.

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Credit for Community College Courses:

- Scholars are responsible for providing an official transcript from the community college verifying the grade earned at the conclusion of the college course. This information must be submitted to the CCS Records Department at the close of the college semester. Scholars are responsible for submitting the official college transcript within five (5) days of the final semester grade posting in order for the college course to appear on the scholar's high school transcript. Submit college transcript to:

Compass Charter Schools
Attn: Records Department
850 Hampshire Road, Suite R
Thousand Oaks, CA 91361

- Credit will be granted for college level coursework depending on the community college units earned for each college course. Ten (10) high school credits will be awarded upon successful completion of each college course(s) with three (3) units or more unless a scholar has elected to complete the course(s) for college credit only. If a scholar enrolls in a course for less than 3 units, high school credit amount will be determined based upon course evaluation from the College & Career Readiness Counselor. No high school credits will be awarded for community college courses that are one (1) unit or less.
- Scholars will receive the same letter grade for the high school credit as is granted by the college. Concurrent enrollment courses will be calculated as a part of the scholar's regular GPA. College level courses will not be weighted for the purpose of appearing on the high school transcript and will be graded on a "4.0 scale."
- Colleges and Universities have their own policies regarding acceptance of transfer credit. It is the parent's/scholar's responsibility to check with the university regarding acceptance of transfer credit.
- All course(s) taken at the community college will appear on the scholar's official college credit transcript.

Costs and Fees:

- **An**y participation in community college courses is voluntary and is not required as part of CCS's educational program.
- Charter schools, school districts and county offices of education shall not expend funds for courses or instruction offered by private or public colleges or universities beyond that permitted in pursuit of a high school diploma, except for courses or instruction in which pupils are enrolled in before July 1, 2020.
- Parents/scholars are responsible for the cost of fees and course materials. This includes un-waived college fees, official transcript orders, textbooks and other instructional materials required for the course.
- Exception: fees and materials can be reimbursed by CCS if the scholar qualifies for free or reduced price lunch.
- Educational Funds cannot be directed towards college fees and materials.

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SECTION 4 – CURRICULUM

Board Policy #16: Dual Enrollment & Concurrent Enrollment Policy

Adopted/Ratified: October 3, 2019
Revision Date: September 27, 2020, August 11, 2021, May 18, 2024, May 17, 2025, December 9, 2025, May 19, 2026

~~Concurrent enrollment in another public or private K-12 school is generally prohibited at Compass Charter Schools ("CCS" or "the Charter School"). If a student (also referred to as a scholar) is found to be enrolled in two (2) schools, CCS will notify the scholar's parents/guardians (also referred to as a Learning Coach) to confirm intent to remain enrolled at CCS. If the scholar maintains dual or concurrent enrollment, or indicates a desire to not remain enrolled in CCS, he/she will be deemed to have voluntarily chosen to enroll elsewhere, and will be withdrawn from enrollment at CCS pursuant to applicable CCS policies and procedures.~~

It is the policy of the Compass Charter Schools ("CCS") Board of Directors to support scholar access to advanced academic opportunities through dual enrollment and concurrent enrollment in college-level coursework, in accordance with applicable state laws, regulations, and institutional partnerships.

For purposes of this policy:

- **Dual Enrollment** refers to college-level courses offered through a formal partnership between CCS and a postsecondary institution, which are integrated into the CCS educational program and included on the scholar's Master Agreement.
- **Concurrent Enrollment** refers to college-level courses taken independently by scholars at a postsecondary institution outside of the CCS educational program and not included on the Master Agreement.

Participation in either program is voluntary and subject to all applicable CCS requirements, procedures, and approvals. CCS reserves the right to approve, deny, or revoke participation based on scholar eligibility, academic performance, and program capacity.

Dual Enrollment

Irvine Valley College (IVC) Partnership

The Dual Enrollment Program between CCS and Irvine Valley College ("IVC") provides eligible scholars the opportunity to enroll in designated college-level courses and earn both high school and college credit. These courses are offered as part of the CCS educational program and are intended to support college readiness and successful transition to postsecondary education.

Dual enrollment courses shall be included on the scholar's Master Agreement, and academic progress shall be monitored by CCS credentialed staff.

Requirements:

Scholars must meet all of the following requirements, as determined by CCS:

1. Be in good academic standing and not subject to tiered re-engagement interventions.
2. Meet minimum GPA requirements (2.0 GPA) established by CCS and/or Irvine Valley College.
3. Complete all required Irvine Valley College application, registration, and onboarding processes.
4. Obtain parent/guardian consent if under eighteen (18) years of age.
5. Enroll in and complete a minimum of two (2) designated dual enrollment courses prior to enrolling in general community college coursework, unless otherwise approved by CCS.
6. Participate in any required orientations or preparatory activities.

Procedure:

- Scholars shall notify the College & Career Readiness Counselor of their intent to participate in dual enrollment.
- Scholars shall submit a Dual/Concurrent Enrollment Request Form, including parent/guardian authorization.
- Scholars shall complete all Irvine Valley College onboarding and enrollment requirements.
- The College & Career Readiness Counselor shall verify eligibility and issue course approval. Processing time shall be approximately five (5) business days.

Appeals:
If a request is denied, the scholar may submit an appeal to the Director of Counseling Services.

Limitations:

- Course offerings shall be limited to those available through the CCS–IVC partnership.
- The number of courses per term may be limited based on program structure, scholar readiness, and institutional constraints, as determined by CCS.

- Continued participation is contingent upon successful course completion and maintenance of good academic standing (2.0 GPA).
- CCS reserves the right to remove a scholar from the program for failure to meet academic or behavioral expectations.

Credit for Dual Enrollment Courses:

- Dual enrollment courses shall be included on the scholar's CCS Master Agreement and official schedule.
- Scholars shall earn both high school and college credit upon successful completion.
- High school credit shall be awarded as follows:
    - Ten (10) credits for courses carrying three (3) or more college units.
    - Courses carrying fewer than three (3) units shall be evaluated on a case-by-case basis by the College & Career Readiness Counselor.
- The letter grade assigned by Irvine Valley College shall be recorded on the CCS transcript.
- All coursework shall also appear on the scholar's official college transcript.

Costs and Fees:

- Dual enrollment courses are offered as part of the CCS educational program pursuant to the partnership with Irvine Valley College.
- Irvine Valley College waives tuition fees for high school scholars participating in dual enrollment.
- CCS will cover remaining associated fees and course materials in accordance with the terms of the partnership agreement.

Concurrent Enrollment

Community College Courses

It is the policy of the CCS Board of Directors to support the concurrent enrollment of scholars in advanced scholastic or vocational education coursework at local community colleges. ~~Scholars who wish to concurrently enroll in a community college must follow the requirements and procedures below.~~ Concurrent enrollment permits scholars to enroll in college-level coursework at a postsecondary institution independent of the CCS educational program. Such coursework is supplemental and shall not be included on the scholar's Master Agreement. Scholars who wish to concurrently enroll in a community college must follow the requirements and procedures below.

Requirements:

Scholars must meet all of the following requirements:

1. **Dual Enrollment Prerequisite:**
   Scholars seeking concurrent enrollment shall first successfully complete a minimum of two (2) dual enrollment courses offered through the CCS–Irvine Valley College partnership. Successful completion shall be defined as earning a passing grade, as determined by CCS grading policy. Under special circumstances, these required dual enrollment courses may be taken concurrently with community college coursework only upon prior approval in accordance with CCS procedures.
   - **Exemption for "Prepared" Scholars:**
     Scholars designated as "Prepared" pursuant to the California College/Career Indicator (CCI), as determined by CCS in accordance with applicable state guidelines, shall be exempt from the dual enrollment prerequisite and may proceed directly to concurrent enrollment, provided all other requirements are met.
2. **Grade Level Requirements**
   - **Grades 9-12**
     - Be in good academic standing and not subject to tiered re-engagement interventions.
     - Meet all GPA, course, and age requirements established by the postsecondary institution.
     - Enroll in college coursework in addition to the scholar's CCS course schedule.
     - Maintain minimum CCS enrollment as follows:
       - Four (4) course minimum for high school scholars, unless in the final semester.
   - **"Special Circumstances", Grades K-8:**
     - Enrollment shall require prior administrative approval by CCS.
     - Eligibility shall be limited to scholars demonstrating advanced academic readiness, as determined by CCS.
     - Scholars must maintain a minimum of five (5) CCS courses.
     - High school credit shall only be awarded in the following subject areas:
       - Language Other Than English (LOTE)
       - Mathematics

~~**Requirements, Grade Levels 9-12:** ¶~~
~~¶~~

- ~~Scholars must be in good academic standing at CCS and may not be considered truant. ¶~~
- ~~Scholars must meet the GPA, course, and age requirements for the college course(s) they wish to attend (this will vary by community college). ¶~~
- ~~Courses taken for concurrent enrollment credit are in addition to the scholar's required course schedule at CCS. Scholars must maintain minimum enrollment requirements as follows: ¶~~
  - ~~Four (4) course minimum at CCS for high school scholars (unless final semester). ¶~~

~~"Special Circumstance" Requirements, Grade Levels K-8: ¶~~

~~¶~~

- ~~Scholars in grade levels K-8 may be permitted to enroll in college-level coursework through concurrent enrollment, subject to administrative approval in accordance with applicable LEA and college policies. This opportunity is intended for academically advanced scholars who demonstrate readiness for college-level coursework and material.¶~~
- ~~Courses taken for concurrent enrollment credit are in addition to the scholar's required course schedule at CCS. Scholars must maintain minimum enrollment requirements as follows:¶~~
  - ~~Five (5) course minimum at CCS for K-8 scholars.¶~~
- ~~In alignment with University of California (UC) and California State University (CSU) admissions policies, K-8 scholars enrolled in college-level coursework through concurrent enrollment may only be granted high school credit in the following subject areas:¶~~
  - ~~Language Other Than English (LOTE)¶~~
  - ~~Mathematics¶~~

~~¶~~

~~Scholars who are concurrently enrolled in a community college course in accordance with the above requirements will not be deemed to have voluntarily withdrawn from CCS.~~

Procedure:

- Scholars must notify the College & Career Readiness Counselor prior to enrolling in a college level course for high school credit purposes. Failure to do so will prevent scholars from receiving high school credit.
- Scholars must submit a Concurrent Enrollment Request Form, including a parent/guardian signature.
- ~~The College & Career Readiness Counselor will determine if the scholar meets all~~ requirements as described above. ~~Upon approval, the College & Career Readiness Counselor shall verify eligibility and issue course approval. Processing time shall be approximately five (5) business days.~~
- The College & Career Readiness Counselor shall review the scholar's eligibility based on the criteria outlined above and determine whether all requirements have been met. Upon approval, the College & Career Readiness Counselor shall confirm eligibility and authorize course participation. Processing shall be completed within five (5) business days.
  - Appeals:
    If a request is denied, the scholar may submit an appeal to the Director of Counseling Services. ~~Upon recommendation by the College & Career Readiness Counselor, the Director of Counseling Services will make the final approval for concurrent enrollment. *Please allow five (5) business days to process the concurrent enrollment approval and forms.* ¶~~
- ~~If the Director of Counseling Services denies the request for concurrent enrollment, the~~

~~scholar may appeal the decision to the Chief Academic Officer. If the Chief Academic Officer denies the request, a final appeal may be heard by the governing board of CCS. The decision of the Board will be final.~~

- Concurrent c~~C~~ollege coursework will not appear on the CCS master agreement.

Limitations:

- A~~Initially, a~~ scholar will be approved to take no more than two (2) community college courses at one time, in addition to the scholar's CCS course(s).
- If the scholar successfully completes the ~~initial~~ course(s) with a 2.0 GPA or better and maintains satisfactory attendance at CCS, the scholar will be eligible for another semester of concurrent enrollment following the procedures noted above.
- Eligibility for additional courses will also be determined based on scholar performance and the policies of the community college they are attending.
- Starting Fall 2022, California Community Colleges are no longer allowed to offer pretransfer-level math courses due to the interpretation of AB 705 and AB 1705 legislation. This includes classes like Beginning Algebra (Algebra 1), Intermediate Algebra (Algebra 2), Geometry, Math for Associate Degrees, and Pre-statistics. As a result, high school students enrolled in college courses through concurrent enrollment will also not have access to these foundational math courses at the community college level.

Credit for Community College Courses:

- Scholars are responsible for providing an official transcript from the community college v~~V~~erifying the grade earned at the conclusion of the college course. This information must b~~b~~e submitted to the CCS Records Department at the close of the college semester. Scholars are responsible for submitting the official college transcript within five (5) days of the final semester grade posting ~~the prescribed timelines~~ in order for the college course to appear on the scholar's~~scholars~~ high school transcript. Submit college transcript to:

Compass Charter Schools
Attn: Records Department
850 Hampshire Road, Suite R
Thousand Oaks, CA 91361

- Credit will be granted for college level coursework depending on the community college u~~U~~nits earned for each college course. Ten (10) high school credits will be awarded upon successful completion of each college course(s) with three (3) units or more unless a scholar has elected to complete the course(s) for college credit only. If a scholar enrolls in a course for less than 3 units, high school credit amount will be determined based upon course evaluation from the College & Career Readiness Counselor. No high school credits will be awarded for community college courses that are one (1) unit or less.
- Scholars will receive the same letter grade for the high school credit as is granted by the

college. Concurrent enrollment courses will be calculated as a part of the scholar's regular GPA. College level courses will not be weighted for the purpose of appearing on the high school transcript and will be graded on a "4.0 scale."
- Colleges and Universities have their own policies regarding acceptance of transfer credit. It is the parent's/scholar's responsibility to check with the university regarding acceptance of transfer credit.
- All course(s) taken at the community college will appear on the scholar's official college credit transcript.

Costs and Fees:

- Any participation in community college courses is voluntary and is not required as part of CCS's educational program.
- Charter schools, school districts and county offices of education shall not expend funds for courses or instruction offered by private or public colleges or universities beyond that permitted in pursuit of a high school diploma, except for courses or instruction in which pupils are enrolled in before July 1, 2020.
- Parents/scholars are responsible for the cost of fees and course materials. This includes un-waived college fees, official transcript orders, textbooks and other instructional materials required for the course.
- Exception: fees and materials can be reimbursed by CCS if the scholar qualifies for free or reduced price lunch.
- Educational Funds cannot be directed towards college fees and materials.

Coversheet

Accelerated ED Contract

Section:	IX. Academic Services
Item:	D. Accelerated ED Contract
Purpose:	Vote
Submitted by:	Greg Cohen
Related Material:	Compass Charter Schools - Accelerate Education 6th Amendment.pdf Online Curriculum for 2026-27.docx (1).pdf

BACKGROUND:

See attached "Online Curriculum"

SIXTH AMENDMENT

TO
MASTER SERVICES AND LICENSE AGREEMENT

This SIXTH AMENDMENT TO MASTER SERVICES AND LICENSE AGREEMENT (this "6th *Amendment*") dated _____ 2026 between Accelerate Education Incorporated and Compass Charter Schools**.**

RECITALS

Whereas, ACCELERATE and Customer entered into a Master Services and License Agreement effective as of June 12, 2019 ("Effective Date"); and Whereas, each of the parties now desire to amend the terms of that Agreement.

Now, therefore, the parties hereto hereby agree as follows.

AGREEMENT

1. Amendments to the Agreement

Section 4 of the Agreement is hereby amended and restated to read in its entirety as follows:

4) Term and Termination

Initial Term. The initial term of this Agreement ("Initial Term") shall commence on the date of the Agreement and shall continue until June 30, 2027.

Exhibit B of the Agreement is hereby amended and restated to read in its entirety as follows:

Exhibit B
Pricing and Payment Schedule

920	K-5 Workbooks	Physical Workbook prices are Per Semester Course. Includes domestic standard ground shipping. Workbooks are only valid for the current school year as future course updates may necessitate changes to activities, page layouts, etc.	$25.00	$23,000.00
495	Grades 6-12 FT Seat	Full Time Seat Licenses include Orientation & Internet Safety course and up to 7 courses / Per Student / Per Semester for the academic school year. Students with more than 7 courses per semester will incur Individual Course fees. Physical Materials not Included. Seats valid from: 8-26-25 to 6-8-27	$237.15	$117,389.25
150	K5 Content FT Seat	Full Time Seat Licenses include up to 6 courses / Per Student / Per Semester for the academic school year. Students with more than 6 courses per semester will incur Individual Course fees. Physical Materials not Included. Seats valid from: 8-26-25 to 6-8-27	$381.65	$57,247.50
1	Year 2+ Virtual Implementation & PD Package (Buzz)	Unlimited access to live and on-demand training webinars and resources for administrators and teachers (established programs) (Buzz). Includes: School year rollover domain configuration & support Refresher and new teacher/administrator training webinars	$900.00	$900.00
0	Grade 6-12 Per Semester Content	Per Semester Course Enrollments. Includes Content, Hosting, and Support. Physical Materials not Included.	$39.00	$0.00

Additional Information
- Once a student completes or drops from a Seat, License is open for another student - For Per Enrollment courses, each enrollment has a 14-day grace period to drop the student - Actual Seat usage above the initial pre-purchased amount will be invoiced periodically during the year - No refunds or returns on workbooks - Actual Workbook orders above the initial pre-purchased amount will be invoiced periodically during the year - K-5 Independent Reading Program Not Included - PD Support package required

Subtotal	$198,536.75
Tax	$0.00
Total	$198,536.75

Detailed catalogs and course descriptions of the Licensed Materials listed herein can be accessed at www.Accelerate.Education within the catalogs section of the web site.

2. **Miscellaneous**

(a) The headings contained in this Amendment are for reference purposes only and shall not affect in any way the meaning or interpretation of this Amendment.

(b) Except as expressly amended and modified by this Amendment, the Agreement shall continue in full force and effect and is hereby ratified and confirmed in all respects.

IN WITNESS WHEREOF, the parties hereto have entered into and signed this Amendment as of the date and year first above written.

ACCELERATE EDUCATION INCORPORATED

By _____
Name: Michael Axtman
Title: President/CEO
Date: _____

COMPASS CHARTER SCHOOLS

By _____
Name: _____
Title: _____
Date: _____

Memorandum

To: Elizabeth Brenner, Superintendent and CEO of Compass Charter Schools and The Compass Charter Schools Board of Directors
From: Janae Smith, Director of Online Learning
Date: May 19, 2026
RE: Online Curriculum for the 2026-27 School Year

Proposed curriculum recommendation: The Director of Online Learning and the Online Learning team is continuing to recommend **Accelerate Education (AE)** learning management system (LMS) for the Online Learning Program core curriculum for the 2026-27 school year. This online curriculum is utilized by the Online K-12 scholars for their primary, standards-based curriculum and for Options High School scholars to complete up to 4 online courses to earn A-g credits towards graduation. Further, Options scholars in middle school and high school who enroll in the AVID course elective utilizes the AE AVID course to participate in this elective.

Curriculum Audit: Through a thorough curriculum audit conducted during the 2025-26 school year that utilized the Nation Standards for Quality Online Learning (NSQOL) that focus on the quality online curriculum standards and a good faith program and cost comparison, the Director of Online Learning and the Online Learning team has concluded that AE continues to provide a common-core aligned, standards-based online curriculum that meets the needs of scholars at Compass Charters.

Within these curriculum providers, Online teachers can continue to personalize learning through various customization tools (features that even include customization for a single scholar) for alignment with Compass' mission and vision. Further, to meet our Local Control and Accountability goal, LCAP 1.1b, AE provides scholar access to core curriculum aligned to Common-Core standards. Research supports that familiarity with an online learning system supports scholar success, so continuing to use this system will be a benefit to our scholars (Darby & Lang, 2019). In addition, AE now provides detailed engagement and attendance reporting for the parents to view to help with supporting scholar engagement and assignment completion.

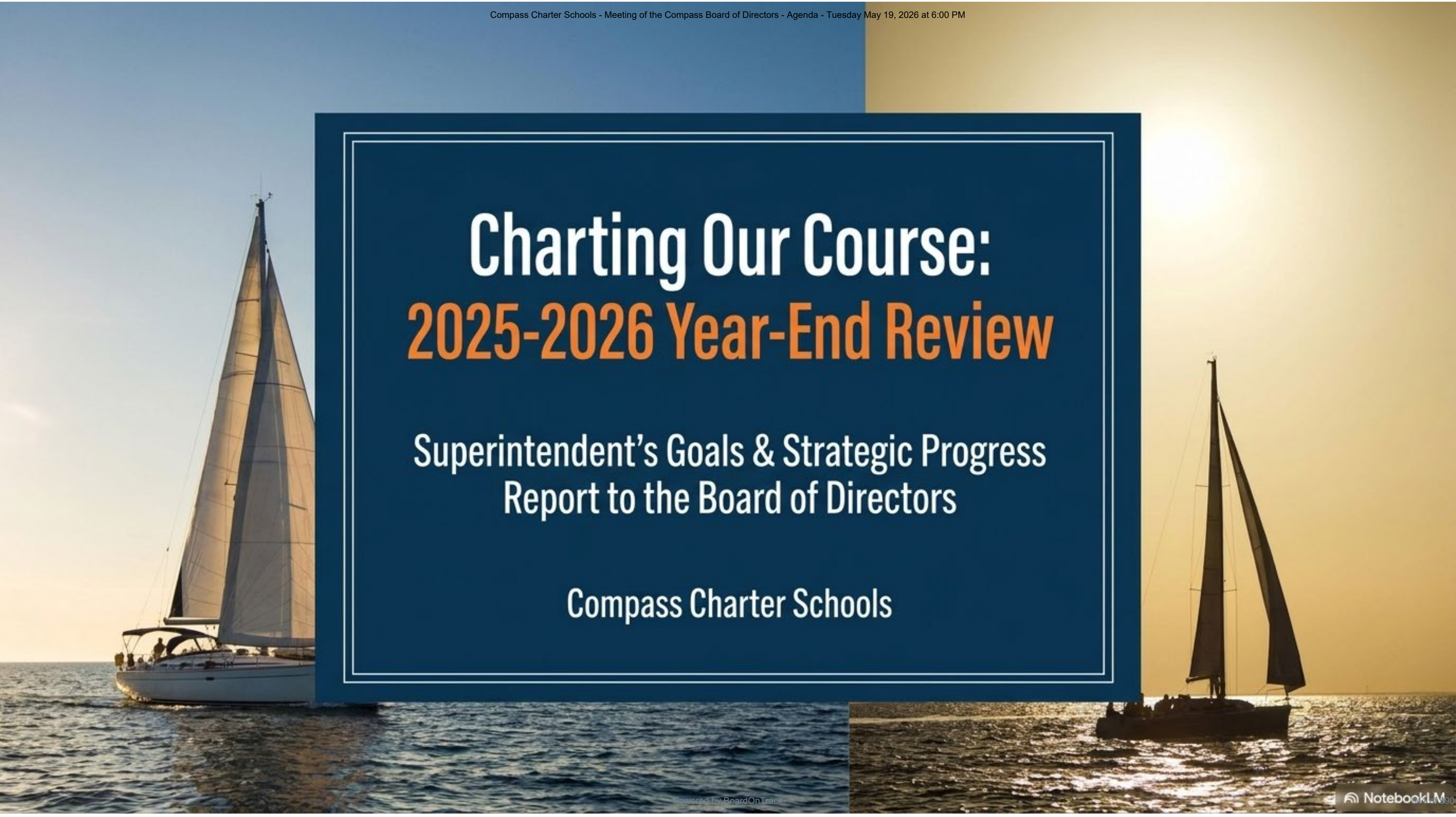
In addition to the AE LMS, AE also provides physical workbooks that help enrich the curriculum and provide additional hands-on learning opportunities for scholars in grades K-5. The Online K-5 team collected and analyzed data to determine the efficacy of these workbooks and the impact on scholar academic achievement. The team determined that there was a continued need to provide the English/Language Arts and math workbooks through AE for this additional learning for scholars in grades K-5.

References:
Darby, F. and Lang, J. (2019). Small teaching online: Applying learning science in online classes. Wiley & Sons.

Coversheet

Superintendent's Report

Section: X. Superintendent's Report
Item: A. Superintendent's Report
Purpose: Discuss
Submitted by:
Related Material: Charting_Strategic_Success.pdf



Powered by BoardOnTrack
NotebookLM


N
W
E
Goal 3: Charter Authorization
ANCHORED (Complete)
Goal 1: Speed of Trust
Goal 4: Staff Mentorship
COMPASS CHARTER SCHOOLS
ON TRACK (Arriving June 2026)
ANCHORED (Complete)
Goal 2: Universal Change Process
ANCHORED (Complete)
The 2025-2026 fleet has successfully navigated its strategic objectives, with the final ship on final approach for June.

Goal 1: Strengthening the Hull

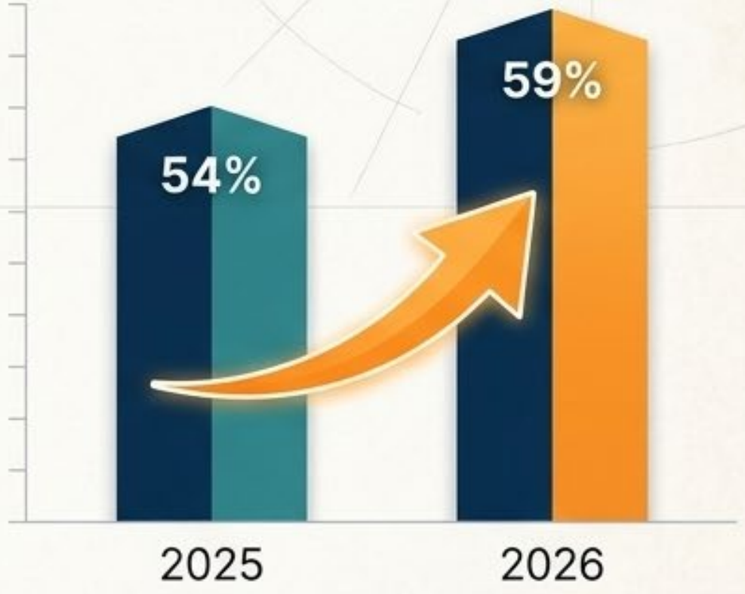
STATUS: ON TRACK (June 2026)

WIG Alignment: 100% of staff will report improved school culture via strengthened communication.

Ship's Route



School Culture Improving



Takeaway: The culture is already catching positive wind even before the final professional learning session docks in June.

Goal 2: Riding the Currents of Change

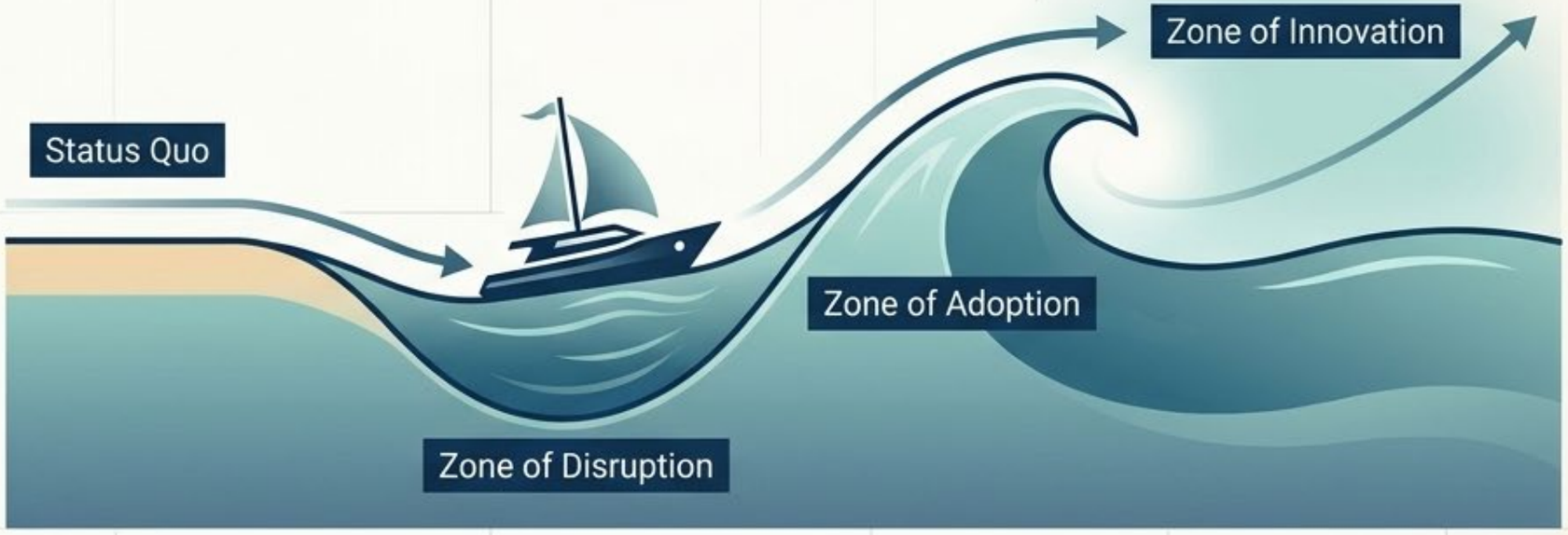
STATUS: DOCKED

WIG Alignment: Foster Transparent and Inclusive Decision-Making.

Navigation Log

- Universal process for change implemented with clear benchmarks.
- Change models introduced systematically at Town Halls.
- Extensive staff input captured, reviewed, and integrated by the C&D team.

The Currents of Change



Takeaway: We replaced turbulent, ad-hoc decision-making with a universal, transparent navigational chart for all future organizational shifts.

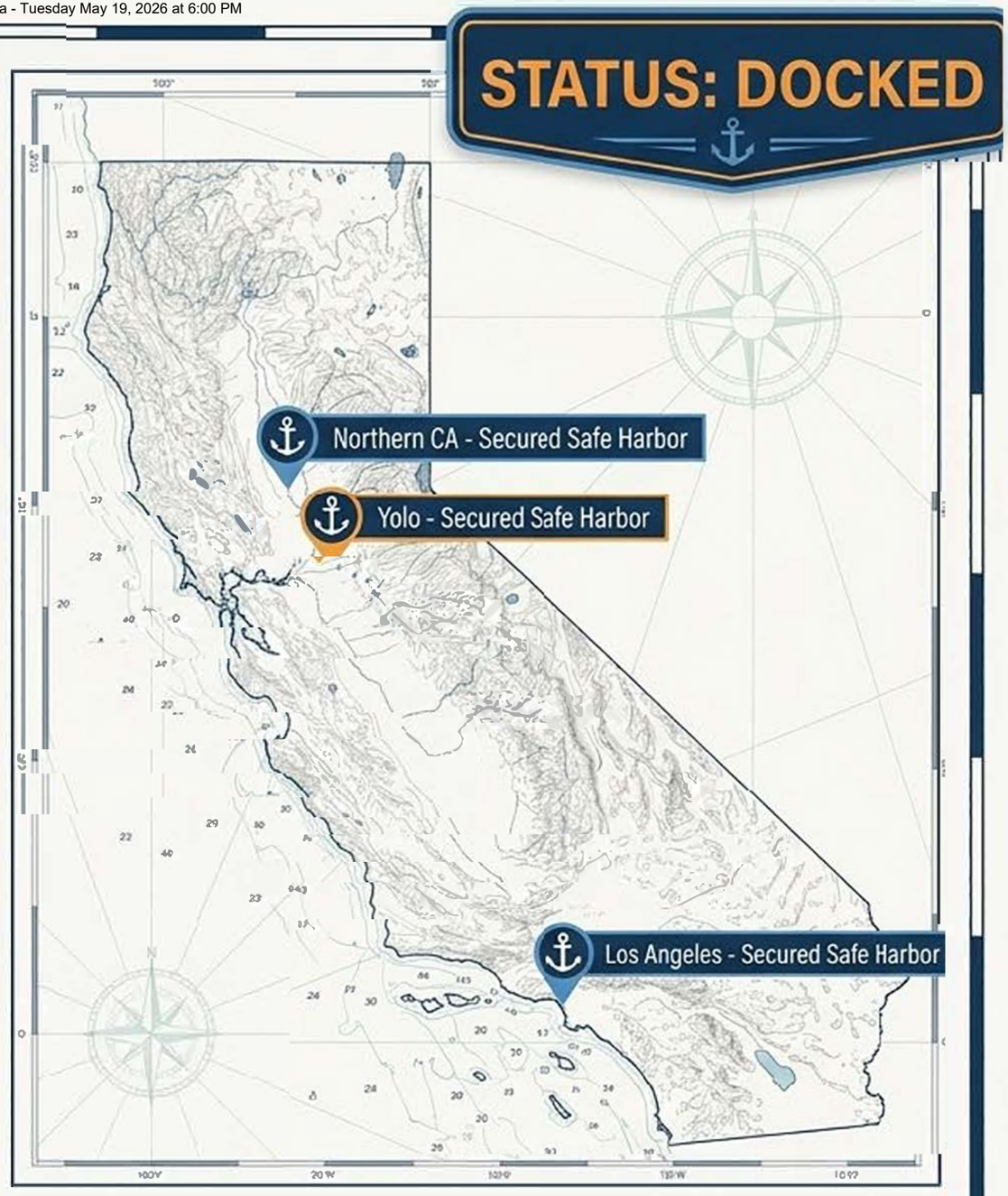
Goal 3: Charting New Waters

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

Waypoints Reached:

- ⚓ Northern CA expansion team established and active.
- ⚓ Renewal teams for Los Angeles and Yolo charters mobilized.

Insight: By securing current harbors (LA & Yolo) and mapping new ones (Northern CA), we guarantee sustained enrollment growth and operational stability.

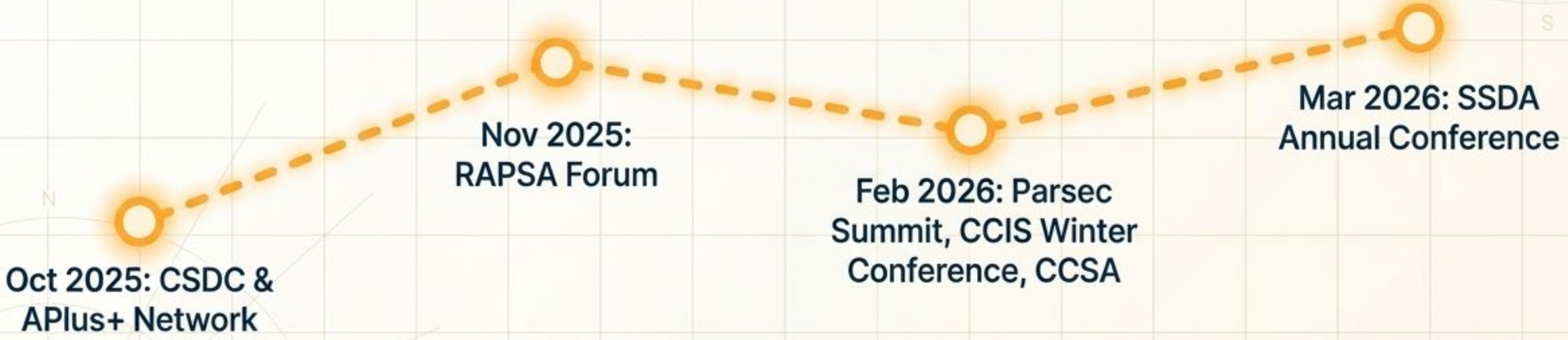


NotebookLM

Goal 4: Empowering Our Navigators

STATUS: DOCKED

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



Proof of Impact: Leadership staff successfully attended, presented, and mentored peers, building a shared understanding of charter operations and cementing Compass's reputation as an industry flagship.

Wind in Our Sails for 2026-2027



The *commitments* made in September have been honored. Compass Charter Schools is perfectly positioned to navigate the year ahead.

Coversheet

Update to Bylaws

Section: XI. Board Business
Item: B. Update to Bylaws
Purpose: Vote
Submitted by: Elizabeth Brenner
Related Material: CCS_Bylaws_May_19_2026_final-R.docx
CCS Bylaws May 19_2026_redlined.docx

BACKGROUND:

In order to maintain STRS benefits for our staff, our By Laws and Articles of Incorporation must specify that, upon dissolution, its assets will be distributed to another public school. This language was added by our legal counsel. There is also one small change to Section 20 where the words "In accordance" are replaced with consistent to be more technically accurate.

Amended By-Laws

Of

Compass Charter Schools
(A California Non-Profit Public Benefit Corporation)

AMENDED AND RESTATED BYLAWS
OF
COMPASS CHARTER SCHOOLS

(A California Non-Profit Public Benefit Corporation)

ARTICLE I

Section 1. NAME.
The name of this corporation is Compass Charter Schools ("CCS").

ARTICLE II

Section 1. PRINCIPAL OFFICE OF THE CORPORATION.
The principal office for the transaction of the activities and affairs of this corporation is 850 Hampshire Road, Suite R, Thousand Oaks, CA 91361 or such other place as the Board of Directors (the "Board") may designate from time to time.

Section 2. OTHER OFFICES OF THE CORPORATION.
The Board of Directors may at any time establish branch or subordinate offices at any place or places where this corporation is qualified to conduct its activities.

ARTICLE III
GENERAL AND SPECIFIC PURPOSES; LIMITATIONS

Section 1. GENERAL AND SPECIFIC PURPOSES.
The purpose of this corporation is to create, manage, operate, guide, direct and promote one or more public charter schools. Also in the context of these purposes, the corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the corporation. The corporation shall not carry on any other activities not permitted to be carried on by:

(a) a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or
(b) a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code. No substantial part of the activities of the Corporation shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

ARTICLE IV
CONSTRUCTION AND DEFINITIONS

Section 1. CONSTRUCTION AND DEFINITIONS.
Unless the context indicates otherwise, the general provisions, rule of construction, and definitions in the California Nonprofit Corporation Law shall govern the construction of these bylaws. Without limiting the generality of the preceding sentence, the masculine gender includes the feminine and neuter, the singular includes the plural, and the plural includes the singular, and the term "person" includes both a legal entity and a natural person.

ARTICLE V
DEDICATION OF ASSETS

Section 1. DEDICATION OF ASSETS.

This corporation's assets are irrevocably dedicated to public benefit purposes. No part of the net earnings, properties, or assets of the corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any director or officer of the corporation. Upon the dissolution or final liquidation of the Corporation, its assets remaining after payment of all debts and liabilities of the Corporation shall be distributed to another public school that meets the requirements of Section III.A of IRS Notice 2015-07 for participation in a governmental plan under Section 414(d) of the Internal Revenue Code, or shall be distributed to the State of California, a political subdivision of the State, or an agency or instrumentality of the State or of a political subdivision of the State.

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ARTICLE VI
CORPORATIONS WITHOUT MEMBERS

Section 1. CORPORATIONS WITHOUT MEMBERS.
This corporation shall have no members within the meaning of the Nonprofit Corporation Law.

ARTICLE VII
BOARD OF DIRECTORS

Section 1. GENERAL POWERS.
Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and subject to any limitations of the articles of incorporation or bylaws, the corporation's activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board of Directors. The Board may delegate the management of the corporation's activities to any person(s), management company or committees (Article VII, Section 21), however composed, provided that all corporate powers shall be exercised under the ultimate direction of the Board.

Section 2. SPECIFIC POWERS.
Without prejudice to the general powers set forth in Section 1 of these bylaws, but subject to the same limitations, the Board of Directors shall have the power to:

(a) Subject to any applicable contractual or other legal requirements, appoint, evaluate and remove the Superintendent & CEO; prescribe powers and duties for him/her as are consistent with the law, the articles of incorporation, and these bylaws; fix his/her compensation; and require from him/her security for faithful service.
(b) Change the principal office or the principal business office in California from one location to another; cause the corporation to be qualified to conduct its activities in any other state, territory, dependency, or country; conduct its activities in or outside California.
(c) Borrow money and incur indebtedness on the corporation's behalf and cause to be executed and delivered for the corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.
(d) Adopt and use a corporate seal; and alter the form of the seal.

Section 3. DESIGNATED DIRECTORS AND TERMS

The authorized number of directors shall be not less than five (5), nor more than seven (7), as set by resolution of the Board, unless changed by amendment to these bylaws. The qualifications for directors are generally the ability to attend Board meetings, a willingness to actively support and promote the charter schools operated by the corporation, and a dedication to its educational philosophy and goals. In addition, directors should demonstrate leadership, initiative and a high level of professionalism. Directors must be able to work effectively as a member of a team and to put aside all personal agendas so that the best interests of the school as a whole are put foremost. It is in the best interests of the school that Directors include persons who can represent the interests of the following constituencies:

(a) Parent representatives: Directors may be selected from parents/guardians of scholars currently enrolled in the charter schools operated by the corporation. When selecting parent representatives to sit on the CCS Board, the Nominating Committee shall take into consideration the potential candidate's skillsets/experiences with the following subject matters: school administration experience, familiarity with the Education Code, legal experience, human resources knowledge, financial or budget experience, construction or real estate experience, and/or fundraising.
(b) Community representatives: Directors may be selected from the CCS community, except that parents of CCS scholars shall count as a parent representative.
(c) Pupil member: A currently enrolled scholar in a charter school managed by the Corporation in ninth through twelfth grade who is active in the Scholar Leadership Council.Directors shall be chosen at an Annual Meeting as specified in Section 15 of this Article VII.

Consistent with Education Code Section 47604(c), each chartering authority may appoint a representative as a Director to sit on the board. Any representative appointed in this fashion shall not count toward the Board membership minimum or maximum.

In addition to the number of Directors otherwise prescribed by these bylaws, pursuant to Education Code section 47604.2, the Board composition shall also include a seat reserved for a pupil member. All Directors, except for the pupil member, shall have full voting

rights, including any representative appointed by a chartering authority as consistent with Education Code Section 47604 (c). The pupil member shall have preferential voting rights. Preferential voting means a formal expression of opinion that is recorded in the minutes and cast before the official vote of the Board of Directors, but that shall not serve in determining the final numerical outcome of a vote.

Section 4. RESTRICTION ON INTERESTED PERSONS AS DIRECTORS.
No persons serving on the Board of Directors may be interested persons as defined below. An interested person for this limited provision includes:

(a) any person currently being compensated by the corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director as director; and
(b) any brother, sister, ancestor, descendant, spouse, brother- in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person.

Section 5. DIRECTORS' TERM.
Each director, except for the pupil member, shall hold office for three (3) year terms or until a successor Director has been designated and qualified. There is no limit as to the number of terms a Director may serve. The three (3) year term limit shall not apply to the representative a chartering authority may appoint. The term of the pupil member shall be one (1) year commencing on July 1 each year.

Section 6. NOMINATIONS BY COMMITTEE.
The Board of Directors may appoint a Nominating Committee. If so appointed, the chair of the Nominating Committee shall work with the Superintendent & CEO to nominate qualified candidates for all non-pupil member Board seats for appointment to the Board of Directors, according to the composition criteria set forth in Section 3 of this Article VII. The Nominating Committee, in conjunction with the Superintendent & CEO, shall make its report to the Board at least seven (7) days before the date of the appointment or at such other time as the Board of Directors may set. The Secretary shall forward to each Board member, with the notice of meeting required by these bylaws, a list of all candidates designated by the Nominating Committee. The Nominating Committee may also solicit and nominate qualified candidates for appointment to Standing Committees as set forth in Section 21 of this Article VII.

Section 7. USE OF CORPORATE FUNDS TO SUPPORT NOMINEE.
No corporation funds may be expended to support a nominee.

Section 8. EVENTS CAUSING VACANCIES ON BOARD.
A vacancy or vacancies on the Board of Directors shall occur in the event of:

(a) the death or resignation of any Director;
(b) the removal of a Director with or without cause, by resolution of the Board as noted below; the declaration by resolution of the Board of Directors of a vacancy in the office of a Director who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under California Nonprofit Public Benefit Corporation Law, Chapter 2,

Article 3;
(c) the increase of the authorized number of Directors; and
(d) failure to meet the qualifications established by these bylaws.

Any Director, except for a representative appointed by a chartering authority, may be removed, with or without cause, by a vote of the majority of the members of the entire Board of Directors at a Special Meeting called for that purpose, or at a Regular Meeting, provided that notice of that meeting and of the removal questions are given as provided in Section 13. Any vacancy caused by the removal of a Director shall be filled as provided in Section 11.

A representative appointed by a chartering authority will be automatically removed from the Board of Directors if that chartering authority no longer authorizes any charters held by CCS. Additionally, any representative appointed by a chartering authority may be removed with or without cause by the chartering authority or with the written consent of the chartering authority.

Any Director who does not attend two (2) successive Board meetings will automatically be removed from the Board without Board resolution unless:

(a) the Director requests a leave of absence for a limited period of time, and the leave is approved by the Directors at a regular or special meeting (if such leave is granted, the number of Board members will be reduced by one (1) in determining whether a quorum is or is not present),
(b) the Director suffers from an illness or disability that prevents him or her from attending meetings and the Board by resolution waives the automatic removal procedure of this subsection; or
(c) the Board by resolution of the majority of Board members then in office agree that a Director who has missed two (2) successive meetings may be reinstated.

Section 9. RESIGNATION OF DIRECTORS.
Except as provided below, any Director may resign by giving written notice to the Chair of the Board. The resignation shall be effective when the notice is given unless the notice specifies a later time for the resignation to become effective. If a Director's resignation is effective at a later time, the Board of Directors may elect a successor to take office as of the date when the resignation becomes effective.

Section 10. DIRECTOR MAY NOT RESIGN IF NO DIRECTOR REMAINS.
Except on notice to the California Attorney General, no Director may resign if the corporation would be left without a duly elected Director or Directors.

Section 11. VACANCIES FILLED BY BOARD.
(a) Vacancies on the Board of Directors may be filled by approval of the Board of Directors or, if the number of Directors then in office is less than a quorum, by: the affirmative vote of a majority of the Directors then in office at a regular or special meeting of the Board, or
(b) a sole remaining Director.

A vacancy in the seat of the representative appointed by a chartering authority shall be filled by the chartering authority.

Section 12. NO VACANCY ON REDUCTION OF NUMBER OF DIRECTORS.
Any reduction of the authorized number of Directors shall not result in any Director being removed before his or her term of office expires.

Section 13. PLACE OF BOARD OF DIRECTORS MEETINGS.
Meetings shall be held at any place within the physical boundaries of the county in which the greatest number of scholars who are enrolled in the charter schools operated by the Board are located that has been designated in the notice of the meeting. All meetings of the Board of Directors shall be called, held and conducted in accordance with the terms and provisions of the Ralph M. Brown Act California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation ("Brown Act"), and Education Code Section 47604.1.

Section 14. TELECONFERENCE MEETINGS[1].
Members of the Board of Directors may participate in teleconference meetings so long as all of the following requirements in the Brown Act are complied with:

(a) At a minimum, a quorum of the members of the Board of Directors shall participate in the teleconference meeting from locations within the physical boundaries of the county in which the greatest number of pupils enrolled in the charter schools managed by Board are located;
(b) All votes taken during a teleconference meeting shall be by roll call;
(c) If the Board of Directors elects to use teleconferencing, it shall post agendas at all teleconference locations with each teleconference location being identified in the notice and agenda of the meeting;
(d) All locations where a member of the Board of Directors participates in a meeting via teleconference must be fully accessible to members of the public and shall be listed on the agenda, and members of the public shall be provided with an opportunity to address the Board of Directors directly at each teleconference location;[2]
(e) Members of the public must be able to hear what is said during the meeting; and
(f) Members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.[3]

Section 15. ANNUAL AND REGULAR MEETINGS.
The Board shall adopt a regular Board meeting schedule at the annual Board meeting. The regular Board meeting schedule may be revised as necessary by the Board of Directors. At least 72 hours before a regular meeting, the Board of Directors, or its designee, shall post

[1] Pursuant to Government Code Section 54953, the Corporation may use teleconferencing without complying with the requirements of paragraphs (a), (c), and (d) if the Corporation complies with the requirements of Section 54953(e).
[2] This means that members of the Board of Directors who choose to utilize their homes or offices as teleconference locations must open these locations to the public and accommodate any members of the public who wish to attend the meeting at that location.
[3] The Brown Act prohibits requiring members of the public to provide their names as a condition of attendance at the meeting.

an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting. The Chair shall have the authority to reschedule a regular meeting as necessary to establish a quorum of directors. Notice of the agenda will be posted physically in a location within the Charter Schools' jurisdictions that can be accessed at all times and on the Charter School's website homepage with a prominent and direct link. The Board of Directors shall hold an Annual Meeting for purposes of organization, election of officers, adoption of the regular Board meeting schedule, and transaction of other business. The Board may hold regular, special and emergency meetings. All meetings of the Board of Directors shall be called, held and conducted in accordance with the terms and provisions of the Brown Act, and Education Code Section 47604.1.

Section 16. AUTHORITY TO CALL SPECIAL MEETINGS.
Special Meetings of the Board of Directors for any purpose may be called at any time by the Chair of the Board, if there is such an officer, or a majority of the Directors. If a Chair of the Board has not been elected, then the Superintendent & CEO is authorized to call a Special Meeting in place of the Chair of the Board. The party calling a Special Meeting shall determine the place, date, and time thereof.

Section 17. NOTICE OF SPECIAL MEETINGS.
In accordance with the Brown Act, Special Meetings of the Board of Directors may be held only after twenty-four (24) hours' notice is given to the public through the posting of an agenda. Notice of the agenda will be posted physically in a location within the Charter School's jurisdiction that can be accessed at all times and on the Charter School's website homepage with a prominent and direct link. Notice of the time and place of special meetings shall be given to each Director by:

(a) personal delivery of written notice;
(b) first-class mail, postage prepaid;
(c) telephone, including a voice messaging system or other system or technology designed to record and communicate messages, either directly to the director or to a person at the director's office who would reasonably be expected to communicate that notice promptly to the director;
(d) telegram;
(e) facsimile;
(f) electronic mail; or
(g) other electronic means.

All such notices shall be given or sent to the director's address or telephone number as shown on the corporation's records and shall be sent with at least such notice as is required in accordance with the terms and provisions of the Ralph M. Brown Act, California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation which are applicable to the type of meeting called. Notice of the time and place of special or emergency meetings shall be given to all media who have provided timely written notice to CCS. The notice shall state the time of the meeting and the place, if the place is other than the corporation's principal office and the business to be transacted at the meeting. All notice requirements will comply with the terms and provisions of the Ralph M. Brown Act California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation.

Section 18. QUORUM.
A majority of the number of Directors then in office shall constitute a quorum for the transaction of any business except adjournment. The pupil member shall not be counted for purpose of establishing quorum. Every action taken or decision made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be an act of the Board. Should there be less than a majority of the Directors present at the inception of any meeting, the meeting shall be adjourned. Directors may not vote by proxy. The vote or abstention of each Board member present for each action taken shall be publicly reported.

Section 19. ADJOURNMENT.
A majority of the Directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. Notice of such adjournment to another time or place shall be given, prior to the time scheduled for the continuation of the meeting, to the Directors who were not present at the time of the adjournment, and to the public in the manner prescribed by the Brown Act.

Section 20. COMPENSATION AND REIMBURSEMENT.
The Board of Directors may receive compensation for their services consistent with EC 35120 and reimbursement of expenses as determined by the Board. Directors may be reimbursed for reasonable expenses incurred in the conduct of the Corporation's business, including travel, lodging, and training related to governance responsibilities. All reimbursements must be approved in accordance with the Corporation's fiscal policies and supported by appropriate receipts or documentation.

Section 21. CREATION OF POWERS OF COMMITTEES.
The Board, by resolution adopted by a majority of the directors then in office, may create one or more committees of the Board, each consisting of two or more directors and no one who is not a director, to serve at the pleasure of the Board. Appointments to committees of the Board of Directors shall be by majority vote of the Directors then in office. The Board of Directors may appoint one or more Directors as alternate members of any such committee, who may replace any absent member at any meeting. Any such committee shall have all the authority of the Board, to the extent provided in the Board of Directors' resolution, except that no committee may:

(a) Fill vacancies on the Board of Directors or any committee of the Board;
(b) Fix compensation of the Directors for serving on the Board of Directors or on any committee;
(c) Amend or repeal bylaws or adopt new bylaws;
(d) Amend or repeal any resolution of the Board of Directors that by its express terms is not so amendable or subject to repeal;
(e) Create any other committees of the Board of Directors or appoint the members of committees of the Board;
(f) Expend corporate funds to support a nominee for Director if more people have been nominated for director than can be elected; or
(g) Approve any contract or transaction to which the corporation is a party and in which one or more of its Directors has a material financial interest.

The Board may also create one or more advisory committees composed of Directors and

non-directors. It is the intent of the Board to encourage the participation and involvement of faculty, staff, parents, scholars, and administrators through attending and participating in open committee meetings. The Board may establish, by resolution adopted by a majority of the Directors then in office, advisory committees to serve at the pleasure of the Board.

Section 22. MEETINGS AND ACTION OF COMMITTEES.
Meetings and actions of committees of the Board of Directors shall be governed by, held, and taken under the provisions of these bylaws concerning meetings, and other Board of Directors' actions, if applicable, except that the time for general meetings of such committees and the calling of special meetings of such committees may be set either by Board of Directors resolution or, if none, by resolution of the committee. Minutes of each meeting shall be kept and shall be filed with the corporate records. The Board of Directors may adopt rules for the governance of any committee as long as the rules are consistent with these bylaws. If the Board of Directors has not adopted rules, the committee may do so. If required by law, committees will operate in accordance with the Brown Act.

Section 23. NON-LIABILITY OF DIRECTORS.
No Director shall be personally liable for the debts, liabilities, or other obligations of this corporation.

Section 24. COMPLIANCE WITH LAWS GOVERNING STUDENT RECORDS.
CCS and the Board of Directors shall comply with all applicable provisions of the Family Education Rights Privacy Act ("FERPA") as set forth in Title 20 of the United States Code Section 1232g and attendant regulations as they may be amended from time to time.

ARTICLE VIII
OFFICERS OF THE CORPORATION

Section 1. OFFICES HELD ON THE BOARD.
The officers of this Board of Directors shall be a chair, a secretary, and a treasurer. The corporation, at the Board's direction, may also have a Superintendent & CEO. The Superintendent & CEO shall have the administrative duties as set forth in any applicable contract for employment or job specification.

ection 2. DUPLICATION OF OFFICE HOLDERS.
Any number of offices may be held by the same person, except that neither the Secretary nor the Treasurer may serve concurrently as the Chair of the Board.

Section 3. ELECTION OF BOARD OFFICERS.
The officers of this corporation shall be chosen annually by the Board of Directors and shall serve at the pleasure of the Board, subject to the rights of any officer under any employment contract. Officers' terms may be staggered to provide continuity of leadership.

Section 4. APPOINTMENT OF OTHER OFFICERS.
The Board of Directors may appoint and authorize the Chair of the Board, or another officer to appoint any other officers that the Corporation may require. Each appointed officer shall have the title and authority, hold office for the period, and perform the duties specified in the bylaws or established by the Board.

Section 5. REMOVAL OF BOARD OFFICERS.
The Board of Directors may remove any Board officer with or without cause.

Section 6. RESIGNATION OF BOARD OFFICERS.
Any officer may resign at any time by giving written notice to the Board. The resignation shall take effect on the date the notice is received or at any later time specified in the notice. Unless otherwise specified in the notice, the resignation need not be accepted to be effective.

Section 7. VACANCIES IN OFFICE.
A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these bylaws for normal appointment to that office, provided, however, that vacancies need not be filled on an annual basis.

Section 8. CHAIR OF THE BOARD.
If a Chair of the Board of Directors is elected, he or she shall preside at Board of Directors' meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time. In the absence of the Chair, another officer as designated by the Board, shall preside at Board of Directors' meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time.

Section 9. SUPERINTENDENT & CHIEF EXECUTIVE OFFICER.
The Superintendent & Chief Executive Officer, subject to the control of the Board, and subject to the Superintendent & Chief Executive Officer's contract of employment, shall be the general manager of the Corporation and shall supervise, direct, and control the Corporation's activities, affairs, and officers as fully described in any applicable employment contract, agreement, or job specification.

Section 10. SECRETARY.
The Secretary shall keep or cause to be kept, at the corporation's principal office or such other place as the Board of Directors may direct, a book of minutes of all meetings, proceedings, and actions of the Board, and of committees of the Board. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was annual, regular, special, or emergency and, if special or emergency, how authorized; the notice given; the names of persons present at Board of Directors and committee meetings and the vote or abstention of each Board member present for each action taken. The Secretary shall keep or cause to be kept, at the principal California office, a copy of the articles of incorporation and bylaws, as amended to date. The Secretary shall give, or cause to be given, notice of all meetings of members of the Board of Directors, and of committees of the Board of Directors, that these bylaws require to be given. The secretary shall keep the corporate seal, if any, in safe custody and shall have such other powers and perform such other duties as the Board of Directors or bylaws may require.

Section 11. TREASURER.
The Treasurer shall cause to be kept and maintained, adequate and correct books and accounts of the corporation's properties and transactions. The Treasurer shall cause to be given to the Directors such financial statements and reports as are required to be given by law, by these bylaws, or by the Board. The books of account shall be open to inspection by

any Director at all reasonable times.

ARTICLE IX
CONTRACTS WITH DIRECTORS AND OFFICERS

Section 1. CONTRACTS WITH DIRECTORS AND OFFICERS.
The corporation shall not enter into a contract or transaction in which a Director directly or indirectly has a material financial interest (nor any other corporation, firm, association, or other entity in which one or more of the corporation's Directors are Directors and have a material financial interest). The prohibition does not include remote interests or non-interests as those terms are defined in the Government Code. The Board shall comply with Government Code Section 1090, *et seq*., as set forth in Education Code Section 47604.1.

ARTICLE X
CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES

Section 1. CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES.
The corporation shall not enter into a contract or transaction in which a non-director designated employee (e.g., officers and other key decision-making employees) directly or indirectly has a material financial interest in compliance with Government Code Section 1090, *et seq*., as set forth in Education Code Section 47604.1, unless all of the requirements in the corporation's Conflict of Interest Code have been fulfilled.

ARTICLE XI
LOANS TO DIRECTORS AND OFFICERS

Section 1. LOANS TO DIRECTORS AND OFFICERS.
This corporation shall not lend any money or property to or guarantee the obligation of any Director or officer; provided, however, that the corporation may advance money to a director or officer of the Corporation for expenses reasonably anticipated to be incurred inthe performance of his or her duties if that director or officer would be entitled to reimbursement for such expenses of the corporation.

ARTICLE XII
INDEMNIFICATION

Section 1. INDEMNIFICATION.

To the fullest extent permitted by law, this corporation shall indemnify its Directors, officers, employees, and other persons described in Corporations Code Section 5238(a), including persons formerly occupying any such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that section, and including an action by or in the right of the corporation by reason of the fact that the person is or was a person described in that section. "Expenses," as used in this bylaw, shall have the same meaning as in that section of the Corporations Code. On written request to the Board of Directors by any person seeking indemnification under Corporations Code section 5238 (b)

or section 5238 (c) the Board of Directors shall promptly decide under Corporations Code Section 5238 (e) whether the applicable standard of conduct set forth in Corporations Code Section 5238 (b) or Section 5238 (c) has been met and, if so, the Board of Directors shall authorize indemnification.

ARTICLE XIII
INSURANCE

Section 1. INSURANCE.
This corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its officers, directors, employees, and other agents, to cover any liability asserted against or incurred by any officer, director, employee, or agent in such capacity or arising from the officer's, director's, employee's, or agent's status as such.

ARTICLE XIV
MAINTENANCE OF CORPORATE RECORDS

Section 1. MAINTENANCE OF CORPORATE RECORDS. This corporation shall keep:

(a) Adequate and correct books and records of account;
(b) Written minutes of the proceedings of the Board, and committees of the Board; and
(c) Such reports and records as required by law.

ARTICLE XV
INSPECTION RIGHTS

Section 1. DIRECTORS' RIGHT TO INSPECT.
Every Director shall have the right at any reasonable time to inspect the corporation's books, records, documents of every kind, physical properties, and the records of each subsidiary as permitted by California and Federal law. The inspection may be made in person or by the Director's agent or attorney. The right of inspection includes the right t0 copy and make extracts of documents as permitted by California and Federal law. This right to inspect may be circumscribed in instances where the right to inspect conflicts with California or Federal law (e.g., restrictions on the release of educational records under FERPA) pertaining to access to books, records, and documents.

Section 2. ACCOUNTING RECORDS AND MINUTES.
On written demand on the corporation, any Director may inspect, copy, and make extracts of the accounting books and records and the minutes of the proceedings of the Board of Directors, and committees of the Board of Directors at any reasonable time. Any such inspection and copying may be made in person or by the Director's agent or attorney. This right of inspection extends to the records of any subsidiary of the corporation.

Section 3. MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS.
This corporation shall keep at its principal California office the original or a copy of the Articles of Incorporation and bylaws, as amended to the current date, which shall be open to inspection by the Directors at all reasonable times during office hours.

ARTICLE XVI

REQUIRED REPORTS

Section 1. ANNUAL REPORTS.
The Board of Directors shall cause an Annual Report to be sent to the Board of Directors within 120 days after the end of the corporation's fiscal year. That report shall contain the following information, in appropriate detail:

(a) The assets and liabilities, including the trust funds, of the corporation as of the end of the fiscal year;
(b) The principal changes in assets and liabilities, including trust funds;
(c) The corporation's revenue or receipts, both unrestricted and restricted to particular purposes;
(d) The corporation's expenses or disbursements for both general and restricted purposes;
(e) Any information required under these bylaws; and
(f) An independent accountant's report or, if none, the certificate of an authorized officer of the Corporation that such statements were prepared without audit from the corporation's books and records.

Section 2. ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS.
The Corporation will comply with Corporations Code section 6322.

ARTICLE XVII
AMENDMENT TO BYLAWS

Section 1. These bylaws may be amended by a majority vote of the Board of Directors at a meeting in which a quorum is present. These bylaws may not be amended to include any provision that conflicts with law or the Articles of Incorporation.

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting Secretary of Compass Charter Schools, a California Non-Profit Public Benefit Corporation; that these bylaws, consisting of 15 pages, are the bylaws of this corporation as adopted by the Board of Directors on May 19, 2026; and that these bylaws have not been amended or modified since that date.

Executed on May 19, 2026 in Thousand Oaks, California.

_____

Therese Christopher
Secretary

Amended By-Laws

Of

Compass Charter Schools
(A California Non-Profit Public Benefit Corporation)

AMENDED AND RESTATED BYLAWS
OF
COMPASS CHARTER SCHOOLS

(A California Non-Profit Public Benefit Corporation)

ARTICLE I

Section 1. NAME.
The name of this corporation is Compass Charter Schools ("CCS").

ARTICLE II

Section 1. PRINCIPAL OFFICE OF THE CORPORATION.
The principal office for the transaction of the activities and affairs of this corporation is 850 Hampshire Road, Suite R, Thousand Oaks, CA 91361 or such other place as the Board of Directors (the "Board") may designate from time to time.

Section 2. OTHER OFFICES OF THE CORPORATION.
The Board of Directors may at any time establish branch or subordinate offices at any place or places where this corporation is qualified to conduct its activities.

ARTICLE III
GENERAL AND SPECIFIC PURPOSES; LIMITATIONS

Section 1. GENERAL AND SPECIFIC PURPOSES.
The purpose of this corporation is to create, manage, operate, guide, direct and promote one or more public charter schools. Also in the context of these purposes, the corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the corporation. The corporation shall not carry on any other activities not permitted to be carried on by:

(a) a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or
(b) a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code. No substantial part of the activities of the Corporation shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

ARTICLE IV
CONSTRUCTION AND DEFINITIONS

Section 1. CONSTRUCTION AND DEFINITIONS.
Unless the context indicates otherwise, the general provisions, rule of construction, and definitions in the California Nonprofit Corporation Law shall govern the construction of these bylaws. Without limiting the generality of the preceding sentence, the masculine gender includes the feminine and neuter, the singular includes the plural, and the plural includes the singular, and the term "person" includes both a legal entity and a natural person.

ARTICLE V
DEDICATION OF ASSETS

Section 1. DEDICATION OF ASSETS.

This corporation's assets are irrevocably dedicated to public benefit purposes. No part of the net earnings, properties, or assets of the corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any director or officer of the corporation. ~~On liquidation or dissolution, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the corporation shall be distributed to a nonprofit fund, foundation, corporation or association which is organized and operated exclusively for educational, public or charitable purposes and which has established its exempt status under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose~~ Upon the dissolution or final liquidation of the Corporation, its assets remaining after payment of all debts and liabilities of the Corporation shall be distributed to another public school that meets the requirements of Section III.A of IRS Notice 2015-07 for participation in a governmental plan under Section 414(d) of the Internal Revenue Code, or shall be distributed to the State of California, a political subdivision of the State, or an agency or instrumentality of the State or of a political subdivision of the State.

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ARTICLE VI
CORPORATIONS WITHOUT MEMBERS

Section 1. CORPORATIONS WITHOUT MEMBERS.
This corporation shall have no members within the meaning of the Nonprofit Corporation Law.

ARTICLE VII
BOARD OF DIRECTORS

Section 1. GENERAL POWERS.
Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and subject to any limitations of the articles of incorporation or bylaws, the corporation's activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board of Directors. The Board may delegate the management of the corporation's activities to any person(s), management company or committees (Article VII, Section 21), however

composed, provided that all corporate powers shall be exercised under the ultimate direction of the Board.

Section 2. SPECIFIC POWERS.
Without prejudice to the general powers set forth in Section 1 of these bylaws, but subject to the same limitations, the Board of Directors shall have the power to:

(a) Subject to any applicable contractual or other legal requirements, appoint, evaluate and remove the Superintendent & CEO; prescribe powers and duties for him/her as are consistent with the law, the articles of incorporation, and these bylaws; fix his/her compensation; and require from him/her security for faithful service.
(b) Change the principal office or the principal business office in California from one location to another; cause the corporation to be qualified to conduct its activities in any other state, territory, dependency, or country; conduct its activities in or outside California.
(c) Borrow money and incur indebtedness on the corporation's behalf and cause to be executed and delivered for the corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.
(d) Adopt and use a corporate seal; and alter the form of the seal.

Section 3. DESIGNATED DIRECTORS AND TERMS
The authorized number of directors shall be not less than five (5), nor more than seven (7), as set by resolution of the Board, unless changed by amendment to these bylaws. The qualifications for directors are generally the ability to attend Board meetings, a willingness to actively support and promote the charter schools operated by the corporation, and a dedication to its educational philosophy and goals. In addition, directors should demonstrate leadership, initiative and a high level of professionalism. Directors must be able to work effectively as a member of a team and to put aside all personal agendas so that the best interests of the school as a whole are put foremost. It is in the best interests of the school that Directors include persons who can represent the interests of the following constituencies:

(a) Parent representatives: Directors may be selected from parents/guardians of scholars currently enrolled in the charter schools operated by the corporation. When selecting parent representatives to sit on the CCS Board, the Nominating Committee shall take into consideration the potential candidate's skillsets/experiences with the following subject matters: school administration experience, familiarity with the Education Code, legal experience, human resources knowledge, financial or budget experience, construction or real estate experience, and/or fundraising.
(b) Community representatives: Directors may be selected from the CCS community, except that parents of CCS scholars shall count as a parent representative.
(c) Pupil member: A currently enrolled scholar in a charter school managed by the Corporation in ninth through twelfth grade who is active in the Scholar Leadership Council.

Directors shall be chosen at an Annual Meeting as specified in Section 15 of this Article VII.

Consistent with Education Code Section 47604(c), each chartering authority may appoint a representative as a Director to sit on the board. Any representative appointed in this fashion shall not count toward the Board membership minimum or maximum.

In addition to the number of Directors otherwise prescribed by these bylaws, pursuant to Education Code section 47604.2, the Board composition shall also include a seat reserved for a pupil member. All Directors, except for the pupil member, shall have full voting rights, including any representative appointed by a chartering authority as consistent with Education Code Section 47604 (c). The pupil member shall have preferential voting rights. Preferential voting means a formal expression of opinion that is recorded in the minutes and cast before the official vote of the Board of Directors, but that shall not serve in determining the final numerical outcome of a vote.

Section 4. RESTRICTION ON INTERESTED PERSONS AS DIRECTORS.
No persons serving on the Board of Directors may be interested persons as defined below. An interested person for this limited provision includes:

(a) any person currently being compensated by the corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director as director; and
(b) any brother, sister, ancestor, descendant, spouse, brother- in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person.

Section 5. DIRECTORS' TERM.
Each director, except for the pupil member, shall hold office for three (3) year terms or until a successor Director has been designated and qualified. There is no limit as to the number of terms a Director may serve. The three (3) year term limit shall not apply to the representative a chartering authority may appoint. The term of the pupil member shall be one (1) year commencing on July 1 each year.

Section 6. NOMINATIONS BY COMMITTEE.
The Board of Directors may appoint a Nominating Committee. If so appointed, the chair of the Nominating Committee shall work with the Superintendent & CEO to nominate qualified candidates for all non-pupil member Board seats for appointment to the Board of Directors, according to the composition criteria set forth in Section 3 of this Article VII. The Nominating Committee, in conjunction with the Superintendent & CEO, shall make its report to the Board at least seven (7) days before the date of the appointment or at such other time as the Board of Directors may set. The Secretary shall forward to each Board member, with the notice of meeting required by these bylaws, a list of all candidates designated by the Nominating Committee. The Nominating Committee may also solicit and nominate qualified candidates for appointment to Standing Committees as set forth in Section 21 of this Article VII.

Section 7. USE OF CORPORATE FUNDS TO SUPPORT NOMINEE.
No corporation funds may be expended to support a nominee.

Section 8. EVENTS CAUSING VACANCIES ON BOARD.
A vacancy or vacancies on the Board of Directors shall occur in the event of:

(a) the death or resignation of any Director;
(b) the removal of a Director with or without cause, by resolution of the Board as noted below; the declaration by resolution of the Board of Directors of a vacancy in the office of a Director who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under California Nonprofit Public Benefit Corporation Law, Chapter 2, Article 3;
(c) the increase of the authorized number of Directors; and
(d) failure to meet the qualifications established by these bylaws.

Any Director, except for a representative appointed by a chartering authority, may be removed, with or without cause, by a vote of the majority of the members of the entire Board of Directors at a Special Meeting called for that purpose, or at a Regular Meeting, provided that notice of that meeting and of the removal questions are given as provided in Section 13. Any vacancy caused by the removal of a Director shall be filled as provided in Section 11.

A representative appointed by a chartering authority will be automatically removed from the Board of Directors if that chartering authority no longer authorizes any charters held by CCS. Additionally, any representative appointed by a chartering authority may be removed with or without cause by the chartering authority or with the written consent of the chartering authority.

Any Director who does not attend two (2) successive Board meetings will automatically be removed from the Board without Board resolution unless:

(a) the Director requests a leave of absence for a limited period of time, and the leave is approved by the Directors at a regular or special meeting (if such leave is granted, the number of Board members will be reduced by one (1) in determining whether a quorum is or is not present),
(b) the Director suffers from an illness or disability that prevents him or her from attending meetings and the Board by resolution waives the automatic removal procedure of this subsection; or
(c) the Board by resolution of the majority of Board members then in office agree that a Director who has missed two (2) successive meetings may be reinstated.

Section 9. RESIGNATION OF DIRECTORS.
Except as provided below, any Director may resign by giving written notice to the Chair of the Board. The resignation shall be effective when the notice is given unless the notice specifies a later time for the resignation to become effective. If a Director’s resignation is

effective at a later time, the Board of Directors may elect a successor to take office as of the date when the resignation becomes effective.

Section 10. DIRECTOR MAY NOT RESIGN IF NO DIRECTOR REMAINS. Except on notice to the California Attorney General, no Director may resign if the corporation would be left without a duly elected Director or Directors.

Section 11. VACANCIES FILLED BY BOARD.

(a) Vacancies on the Board of Directors may be filled by approval of the Board of Directors or, if the number of Directors then in office is less than a quorum, by: the affirmative vote of a majority of the Directors then in office at a regular or special meeting of the Board, or
(b) a sole remaining Director.

A vacancy in the seat of the representative appointed by a chartering authority shall be filled by the chartering authority.

Section 12. NO VACANCY ON REDUCTION OF NUMBER OF DIRECTORS. Any reduction of the authorized number of Directors shall not result in any Director being removed before his or her term of office expires.

Section 13. PLACE OF BOARD OF DIRECTORS MEETINGS. Meetings shall be held at any place within the physical boundaries of the county in which the greatest number of scholars who are enrolled in the charter schools operated by the Board are located that has been designated in the notice of the meeting. All meetings of the Board of Directors shall be called, held and conducted in accordance with the terms and provisions of the Ralph M. Brown Act California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation ("Brown Act"), and Education Code Section 47604.1.

Section 14. TELECONFERENCE MEETINGS[1]. Members of the Board of Directors may participate in teleconference meetings so long as all of the following requirements in the Brown Act are complied with:

(a) At a minimum, a quorum of the members of the Board of Directors shall participate in the teleconference meeting from locations within the physical boundaries of the county in which the greatest number of pupils enrolled in the charter schools managed by Board are located;
(b) All votes taken during a teleconference meeting shall be by roll call;
(c) If the Board of Directors elects to use teleconferencing, it shall post agendas at all teleconference locations with each teleconference location being identified in the notice and agenda of the meeting;
(d) All locations where a member of the Board of Directors participates in a meeting via teleconference must be fully accessible to members of the public and shall be listed on the agenda, and members of the public

[1] Pursuant to Government Code Section 54953, the Corporation may use teleconferencing without complying with the requirements of paragraphs (a), (c), and (d) if the Corporation complies with the requirements of Section 54953(e).

shall be provided with an opportunity to address the Board of Directors directly at each teleconference location;[2]

(e) Members of the public must be able to hear what is said during the meeting; and

(f) Members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.[3]

Section 15. ANNUAL AND REGULAR MEETINGS.

The Board shall adopt a regular Board meeting schedule at the annual Board meeting. The regular Board meeting schedule may be revised as necessary by the Board of Directors. At least 72 hours before a regular meeting, the Board of Directors, or its designee, shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting. The Chair shall have the authority to reschedule a regular meeting as necessary to establish a quorum of directors. Notice of the agenda will be posted physically in a location within the Charter Schools' jurisdictions that can be accessed at all times and on the Charter School's website homepage with a prominent and direct link. The Board of Directors shall hold an Annual Meeting for purposes of organization, election of officers, adoption of the regular Board meeting schedule, and transaction of other business. The Board may hold regular, special and emergency meetings. All meetings of the Board of Directors shall be called, held and conducted in accordance with the terms and provisions of the Brown Act, and Education Code Section 47604.1.

Section 16. AUTHORITY TO CALL SPECIAL MEETINGS.

Special Meetings of the Board of Directors for any purpose may be called at any time by the Chair of the Board, if there is such an officer, or a majority of the Directors. If a Chair of the Board has not been elected, then the Superintendent & CEO is authorized to call a Special Meeting in place of the Chair of the Board. The party calling a Special Meeting shall determine the place, date, and time thereof.

Section 17. NOTICE OF SPECIAL MEETINGS.

In accordance with the Brown Act, Special Meetings of the Board of Directors may be held only after twenty-four (24) hours' notice is given to the public through the posting of an agenda. Notice of the agenda will be posted physically in a location within the Charter School's jurisdiction that can be accessed at all times and on the Charter School's website homepage with a prominent and direct link. Notice of the time and place of special meetings shall be given to each Director by:

(a) personal delivery of written notice;
(b) first-class mail, postage prepaid;
(c) telephone, including a voice messaging system or other system or technology designed to record and communicate messages, either directly to the director or to a person at the director's office who would reasonably be expected to communicate that notice promptly to the director;
(d) telegram;

[2] This means that members of the Board of Directors who choose to utilize their homes or offices as teleconference locations must open these locations to the public and accommodate any members of the public who wish to attend the meeting at that location.

[3] The Brown Act prohibits requiring members of the public to provide their names as a condition of attendance at the meeting.

(e) facsimile;
(f) electronic mail; or
(g) other electronic means.

All such notices shall be given or sent to the director's address or telephone number as shown on the corporation's records and shall be sent with at least such notice as is required in accordance with the terms and provisions of the Ralph M. Brown Act, California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation which are applicable to the type of meeting called. Notice of the time and place of special or emergency meetings shall be given to all media who have provided timely written notice to CCS. The notice shall state the time of the meeting and the place, if the place is other than the corporation's principal office and the business to be transacted at the meeting. All notice requirements will comply with the terms and provisions of the Ralph M. Brown Act California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation.

Section 18. QUORUM.
A majority of the number of Directors then in office shall constitute a quorum for the transaction of any business except adjournment. The pupil member shall not be counted for purpose of establishing quorum. Every action taken or decision made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be an act of the Board. Should there be less than a majority of the Directors present at the inception of any meeting, the meeting shall be adjourned. Directors may not vote by proxy. The vote or abstention of each Board member present for each action taken shall be publicly reported.

Section 19. ADJOURNMENT.
A majority of the Directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. Notice of such adjournment to another time or place shall be given, prior to the time scheduled for the continuation of the meeting, to the Directors who were not present at the time of the adjournment, and to the public in the manner prescribed by the Brown Act.

Section 20. COMPENSATION AND REIMBURSEMENT.
The Board of Directors may receive compensation for their services ~~in accordance~~ consistent with EC 35120 and reimbursement of expenses as determined by the Board;., . Directors may be reimbursed for reasonable expenses incurred in the conduct of the Corporation's business, including travel, lodging, and training related to governance responsibilities. All reimbursements must be approved in accordance with the Corporation's fiscal policies and supported by appropriate receipts or documentation.

Section 21. CREATION OF POWERS OF COMMITTEES.
The Board, by resolution adopted by a majority of the directors then in office, may create one or more committees of the Board, each consisting of two or more directors and no one who is not a director, to serve at the pleasure of the Board. Appointments to committees of the Board of Directors shall be by majority vote of the Directors then in office. The Board of Directors may appoint one or more Directors as alternate members of any such committee, who may replace any absent member at any meeting. Any such committee shall have all the authority of the Board, to the extent provided in the Board of Directors' resolution, except that no committee may:

(a) Fill vacancies on the Board of Directors or any committee of the Board;
(b) Fix compensation of the Directors for serving on the Board of Directors or on any committee;
(c) Amend or repeal bylaws or adopt new bylaws;
(d) Amend or repeal any resolution of the Board of Directors that by its express terms is not so amendable or subject to repeal;
(e) Create any other committees of the Board of Directors or appoint the members of committees of the Board;
(f) Expend corporate funds to support a nominee for Director if more people have been nominated for director than can be elected; or
(g) Approve any contract or transaction to which the corporation is a party and in which one or more of its Directors has a material financial interest.

The Board may also create one or more advisory committees composed of Directors and non-directors. It is the intent of the Board to encourage the participation and involvement of faculty, staff, parents, scholars, and administrators through attending and participating in open committee meetings. The Board may establish, by resolution adopted by a majority of the Directors then in office, advisory committees to serve at the pleasure of the Board.

Section 22. MEETINGS AND ACTION OF COMMITTEES.
Meetings and actions of committees of the Board of Directors shall be governed by, held, and taken under the provisions of these bylaws concerning meetings, and other Board of Directors' actions, if applicable, except that the time for general meetings of such committees and the calling of special meetings of such committees may be set either by Board of Directors resolution or, if none, by resolution of the committee. Minutes of each meeting shall be kept and shall be filed with the corporate records. The Board of Directors may adopt rules for the governance of any committee as long as the rules are consistent with these bylaws. If the Board of Directors has not adopted rules, the committee may do so. If required by law, committees will operate in accordance with the Brown Act.

Section 23. NON-LIABILITY OF DIRECTORS.
No Director shall be personally liable for the debts, liabilities, or other obligations of this corporation.

Section 24. COMPLIANCE WITH LAWS GOVERNING STUDENT RECORDS.
CCS and the Board of Directors shall comply with all applicable provisions of the Family Education Rights Privacy Act ("FERPA") as set forth in Title 20 of the United States Code Section 1232g and attendant regulations as they may be amended from time to time.

ARTICLE VIII
OFFICERS OF THE CORPORATION

Section 1. OFFICES HELD ON THE BOARD.
The officers of this Board of Directors shall be a chair, a secretary, and a treasurer. The corporation, at the Board's direction, may also have a Superintendent & CEO. The Superintendent & CEO shall have the administrative duties as set forth in any applicable contract for employment or job specification.
Section 2. DUPLICATION OF OFFICE HOLDERS.

Any number of offices may be held by the same person, except that neither the Secretary nor the Treasurer may serve concurrently as the Chair of the Board.

Section 3. ELECTION OF BOARD OFFICERS.
The officers of this corporation shall be chosen annually by the Board of Directors and shall serve at the pleasure of the Board, subject to the rights of any officer under any employment contract. Officers' terms may be staggered to provide continuity of leadership.

Section 4. APPOINTMENT OF OTHER OFFICERS.
The Board of Directors may appoint and authorize the Chair of the Board, or another officer to appoint any other officers that the Corporation may require. Each appointed officer shall have the title and authority, hold office for the period, and perform the duties specified in the bylaws or established by the Board.

Section 5. REMOVAL OF BOARD OFFICERS.
The Board of Directors may remove any Board officer with or without cause.

Section 6. RESIGNATION OF BOARD OFFICERS.
Any officer may resign at any time by giving written notice to the Board. The resignation shall take effect on the date the notice is received or at any later time specified in the notice. Unless otherwise specified in the notice, the resignation need not be accepted to be effective.

Section 7. VACANCIES IN OFFICE.
A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these bylaws for normal appointment to that office, provided, however, that vacancies need not be filled on an annual basis.

Section 8. CHAIR OF THE BOARD.
If a Chair of the Board of Directors is elected, he or she shall preside at Board of Directors' meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time. In the absence of the Chair, another officer as designated by the Board, shall preside at Board of Directors' meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time.

Section 9. SUPERINTENDENT & CHIEF EXECUTIVE OFFICER.
The Superintendent & Chief Executive Officer, subject to the control of the Board, and subject to the Superintendent & Chief Executive Officer's contract of employment, shall be the general manager of the Corporation and shall supervise, direct, and control the Corporation's activities, affairs, and officers as fully described in any applicable employment contract, agreement, or job specification.

Section 10. SECRETARY.
The Secretary shall keep or cause to be kept, at the corporation's principal office or such other place as the Board of Directors may direct, a book of minutes of all meetings, proceedings, and actions of the Board, and of committees of the Board. The minutes of

meetings shall include the time and place that the meeting was held; whether the meeting was annual, regular, special, or emergency and, if special or emergency, how authorized; the notice given; the names of persons present at Board of Directors and committee meetings and the vote or abstention of each Board member present for each action taken. The Secretary shall keep or cause to be kept, at the principal California office, a copy of the articles of incorporation and bylaws, as amended to date. The Secretary shall give, or cause to be given, notice of all meetings of members of the Board of Directors, and of committees of the Board of Directors, that these bylaws require to be given. The secretary shall keep the corporate seal, if any, in safe custody and shall have such other powers and perform such other duties as the Board of Directors or bylaws may require.

Section 11. TREASURER.
The Treasurer shall cause to be kept and maintained, adequate and correct books and accounts of the corporation's properties and transactions. The Treasurer shall cause to be given to the Directors such financial statements and reports as are required to be given by law, by these bylaws, or by the Board. The books of account shall be open to inspection by any Director at all reasonable times.

ARTICLE IX
CONTRACTS WITH DIRECTORS AND OFFICERS

Section 1. CONTRACTS WITH DIRECTORS AND OFFICERS.
The corporation shall not enter into a contract or transaction in which a Director directly or indirectly has a material financial interest (nor any other corporation, firm, association, or other entity in which one or more of the corporation's Directors are Directors and have a material financial interest). The prohibition does not include remote interests or non-interests as those terms are defined in the Government Code. The Board shall comply with Government Code Section 1090, *et seq*., as set forth in Education Code Section 47604.1.

ARTICLE X
CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES

Section 1. CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES.
The corporation shall not enter into a contract or transaction in which a non-director designated employee (e.g., officers and other key decision-making employees) directly or indirectly has a material financial interest in compliance with Government Code Section 1090, *et seq*., as set forth in Education Code Section 47604.1, unless all of the requirements in the corporation's Conflict of Interest Code have been fulfilled.

ARTICLE XI
LOANS TO DIRECTORS AND OFFICERS

Section 1. LOANS TO DIRECTORS AND OFFICERS.
This corporation shall not lend any money or property to or guarantee the obligation of any Director or officer; provided, however, that the corporation may advance money to a director or officer of the Corporation for expenses reasonably anticipated to be incurred in

the performance of his or her duties if that director or officer would be entitled to reimbursement for such expenses of the corporation.

ARTICLE XII
INDEMNIFICATION

Section 1. INDEMNIFICATION.
To the fullest extent permitted by law, this corporation shall indemnify its Directors, officers, employees, and other persons described in Corporations Code Section 5238(a), including persons formerly occupying any such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that section, and including an action by or in the right of the corporation by reason of the fact that the person is or was a person described in that section. "Expenses," as used in this bylaw, shall have the same meaning as in that section of the Corporations Code. On written request to the Board of Directors by any person seeking indemnification under Corporations Code section 5238 (b) or section 5238 (c) the Board of Directors shall promptly decide under Corporations Code Section 5238 (e) whether the applicable standard of conduct set forth in Corporations Code Section 5238 (b) or Section 5238 (c) has been met and, if so, the Board of Directors shall authorize indemnification.

ARTICLE XIII
INSURANCE

Section 1. INSURANCE.

This corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its officers, directors, employees, and other agents, to cover any liability asserted against or incurred by any officer, director, employee, or agent in such capacity or arising from the officer's, director's, employee's, or agent's status as such.

ARTICLE XIV
MAINTENANCE OF CORPORATE RECORDS

Section 1. MAINTENANCE OF CORPORATE RECORDS. This corporation shall keep:

(a) Adequate and correct books and records of account;
(b) Written minutes of the proceedings of the Board, and committees of the Board; and
(c) Such reports and records as required by law.

ARTICLE XV
INSPECTION RIGHTS

Section 1. DIRECTORS' RIGHT TO INSPECT.
Every Director shall have the right at any reasonable time to inspect the corporation's books, records, documents of every kind, physical properties, and the records of each subsidiary as permitted by California and Federal law. The inspection may be made in

person or by the Director's agent or attorney. The right of inspection includes the right to

copy and make extracts of documents as permitted by California and Federal law. This right to inspect may be circumscribed in instances where the right to inspect conflicts with California or Federal law (e.g., restrictions on the release of educational records under FERPA) pertaining to access to books, records, and documents.

Section 2. ACCOUNTING RECORDS AND MINUTES.
On written demand on the corporation, any Director may inspect, copy, and make extracts of the accounting books and records and the minutes of the proceedings of the Board of Directors, and committees of the Board of Directors at any reasonable time. Any such inspection and copying may be made in person or by the Director's agent or attorney. This right of inspection extends to the records of any subsidiary of the corporation.

Section 3. MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS.
This corporation shall keep at its principal California office the original or a copy of the Articles of Incorporation and bylaws, as amended to the current date, which shall be open to inspection by the Directors at all reasonable times during office hours.

ARTICLE XVI
REQUIRED REPORTS

Section 1. ANNUAL REPORTS.
The Board of Directors shall cause an Annual Report to be sent to the Board of Directors within 120 days after the end of the corporation's fiscal year. That report shall contain the following information, in appropriate detail:

(a) The assets and liabilities, including the trust funds, of the corporation as of the end of the fiscal year;
(b) The principal changes in assets and liabilities, including trust funds;
(c) The corporation's revenue or receipts, both unrestricted and restricted to particular purposes;
(d) The corporation's expenses or disbursements for both general and restricted purposes;
(e) Any information required under these bylaws; and
(f) An independent accountant's report or, if none, the certificate of an authorized officer of the Corporation that such statements were prepared without audit from the corporation's books and records.

Section 2. ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS.
The Corporation will comply with Corporations Code section 6322.

ARTICLE XVII
AMENDMENT TO BYLAWS

Section 1. These bylaws may be amended by a majority vote of the Board of Directors at a meeting in which a quorum is present. These bylaws may not be amended to include any provision that conflicts with law or the Articles of Incorporation.

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting Secretary of Compass Charter Schools, a California Non-Profit Public Benefit Corporation; that these bylaws, consisting of 16 pages, are the bylaws of this corporation as adopted by the Board of Directors on May 19, 2026; and that these bylaws have not been amended or modified since that date.

Executed on May 19, 2026 in Thousand Oaks, California.

_____

Therese Christopher
Secretary

4899-4524-5863, v. 2

Coversheet

Certificate of Amendment to Articles of Incorporation

Section: XI. Board Business
Item: C. Certificate of Amendment to Articles of Incorporation
Purpose: Vote
Submitted by:
Related Material: Certificate_of_Amendment_of_AOI__4909-6354-4743.v3_.docx

BACKGROUND:

This is an amendment to our Articles of Incorporation to match our bylaws regarding dissolution of assets required to continue offering STRS to our certificated staff.

Certificate of Amendment
of Articles of Incorporation

The undersigned certify that:

1. They are the Chief Executive Officer and Secretary, respectively, of Compass Charter Schools, a California nonprofit public benefit corporation, with California Entity Number 3425366.

2. Article V. of the Articles of Incorporation of this Corporation is amended to read as follows:

   Upon the dissolution or final liquidation of the Corporation, its assets remaining after payment of all debts and liabilities of the Corporation shall be distributed to another public school that meets the requirements of Section III.A of IRS Notice 2015-07 for participation in a governmental plan under Section 414(d) of the Internal Revenue Code, or shall be distributed to the State of California, a political subdivision of the State, or an agency or instrumentality of the State or of a political subdivision of the State.

3. The foregoing amendment of the Articles of Incorporation have been duly approved by the Board of Directors.

4. The Corporation has no members.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: _____ _____
Elizabeth Brenner, Chief Executive Officer

Date: _____ _____
Therese Christopher, Secretary

Coversheet

Approve the Board Calendar for the 2026-27 SY

Section:	XI. Board Business
Item:	D. Approve the Board Calendar for the 2026-27 SY
Purpose:	Vote
Submitted by:	
Related Material:	DRAFT Board of Directors Annual Calendar - 2026-2027.docx (1).pdf

Annual Governance Calendar - Draft
2026-2027

August training is on Friday, August 14, from 8:00 am - 4:00 pm
Location: DoubleTree Hilton Mission Valley
7450 Hazard Center Drive, San Diego, California, 92108

June meeting is on Saturday, June 12th
Location: TBD

All other meetings take place virtually.

August: **Training meeting- Friday, 8/14** **8:00 am-4:00 pm, in person** **San Diego**
September: **Tuesday 9/22 6:00 pm, virtual**
November **Proposed Strategic Planning** **Tuesday, 11/10 6:00 pm virtual**
December: **Tuesday, 12/8 6:00 pm, virtual**
January: **Tuesday. 1/26 6:00 pm, virtual**
March: **Tuesday, 3/9 6:00 pm, virtual**
April **Proposed Strategic Planning** **Tuesday, 4/13 6:00 PM Virtual**
May: **Tuesday, 5/18 6:00 pm, virtual**
June: **Annual Meeting- Saturday, June 12,** **10:00 10:00 am-2:00 pm, in person** **Los Angeles**

Coversheet

Approve LCC Contract

Section: XI. Board Business
Item: E. Approve LCC Contract
Purpose: Vote
Submitted by:
Related Material: Compass 26-27 proposal.pdf

Learner-Centered COLLABORATIVE





COMPASS and LEARNER-CENTERED COLLABORATIVE

Proposed Services
February 2026

Presented by
Catina Hancock

Presented to
Liz Brenner

ABOUT



As an organization, Learner-Centered Collaborative is driven by our mission to **partner with educators to define whole-learner outcomes, design meaningful learning experiences, and create the enabling conditions for learner-centered education.**

Our dedicated team is composed of passionate educators with vast experience from the classroom to superintendency. We have the honor of supporting deep, multi-year partnerships with more than 30 public school districts who serve over 250,000 students and 12,800 educators across the United States. Our collective expertise translates to a deep understanding of our educational system and allows us to support your team to celebrate what is working and craft strategy aligned to your vision.

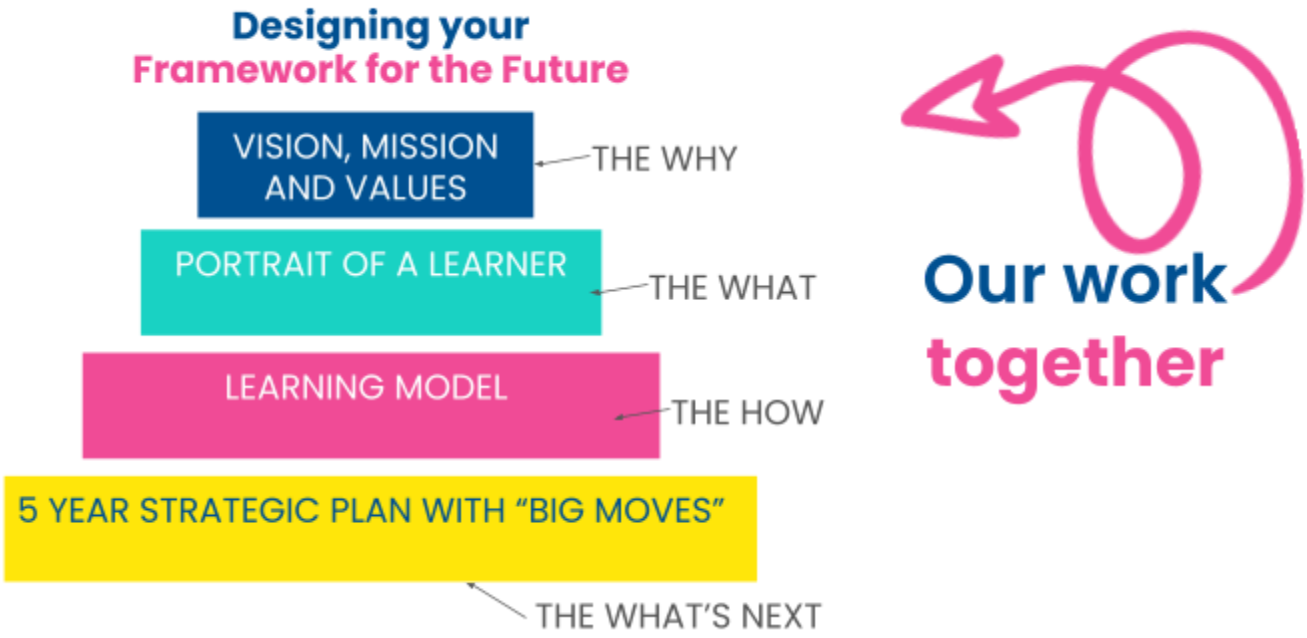
We are both **thought leaders and practitioners who can bring expertise and leadership to support your team to develop a community of learners who are prepared to live, work and contribute to an ever-changing society. We hope to collaborate with your teams** to support your learner-centered evolution that will ultimately empower learners with agency, enable all learners to reach their full potential, and ensure the success of your strategic priorities.

SCOPE OF PARTNERSHIP

Framework for the Future Refresh, Measuring Impact, and Scaling Leadership Capacity

Project Overview:
The Framework for the Future is a collaborative journey designed to align your community around a shared vision for education. It's appropriate throughout a school's journey to evaluate and update their core principles and levers to ensure ongoing impact. Leveraging Board engagement and cabinet support, in conjunction with feedback loops within the Compass ecosystem, we will refresh the existing Compass Framework for the Future to more closely align it to the current school program and priorities.

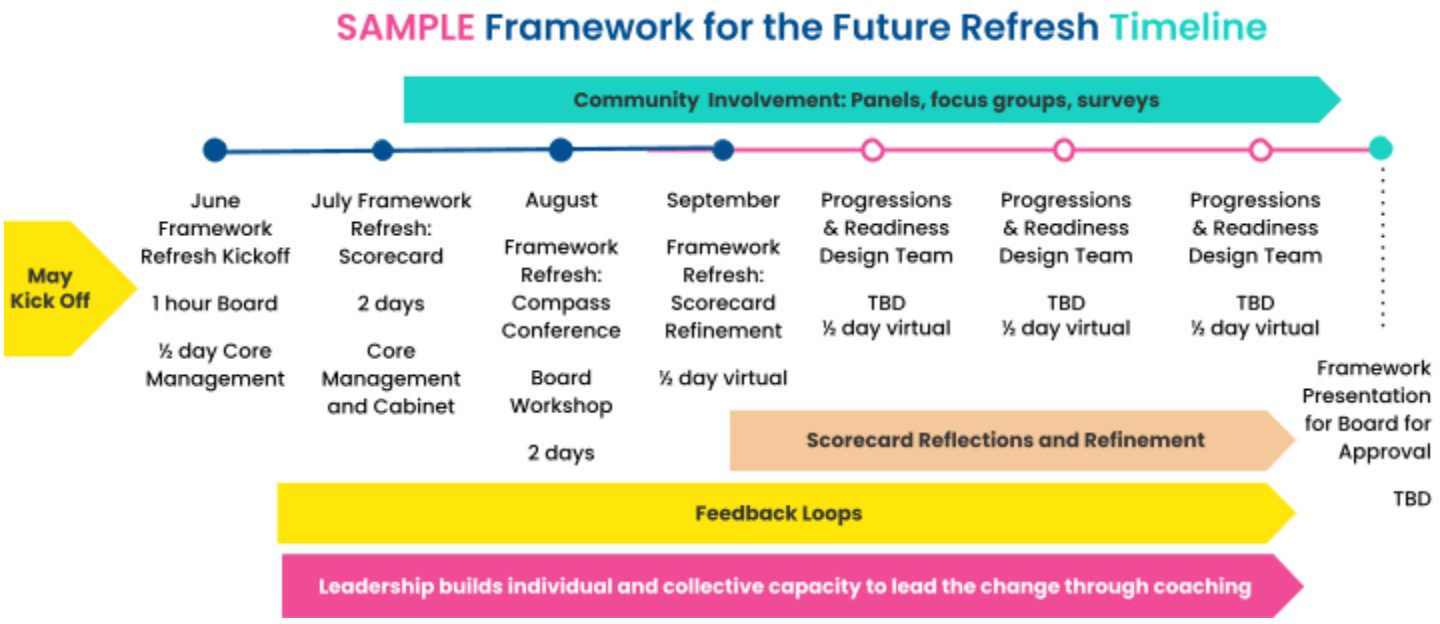
In addition, we will define what success looks like for your students and create a roadmap and dashboard that supports Compass to move closer toward your vision to create an innovative, collaborative learning environment that supports the diverse needs and goals of each scholar, nurtures a love of learning, and prepares them for future success.



Success of this Project:

Examine the current landscape to align on a compelling narrative: Examine existing guiding principles and ensure they still support the Compass of today.	Build a Blueprint for Success and Scorecard: Align on a 3-5 year strategic plan with measurable outcomes that can be monitored with a scorecard and dashboard; including ongoing reflection and refinement.	Create awareness and excitement: Establish a renewed commitment to the Framework and Blueprint (aka WIGs) by socializing the core elements and supporting staff to connect the core ideas to their role and responsibilities (at the Aug. Conference).	Define the measurable competencies of the Learner Profile: Refine progressions and identify "readiness" checkpoints to ensure Scholars leave Compass equipped for college, career, and/or service.	Enhance Leadership Capacity: Coaching to shift towards: ●System growth ●Shared leadership practice ●Cross-functional coherence

The Process:



Touch Points/Deliverable:

To ensure deep impact and sustainability, this proposal includes:

- In-Person Engagement: **4 days support**
  - Scorecard Creation 2 days
  - Compass Conference 2 days
    - Board Development
    - Staff Support
- Progressions/Readiness Design Team = **12 virtual hours**
- Change Management Support: **12 virtual hours**
  - Scorecard refinement
  - Scorecard implementation (progress monitoring and communication)
  - 2nd semester Board workshop
- Coaching: **30 virtual hours**
  - 20 hours of triad coaching with managers
  - 10 hours for Superintendent
- Refreshed Framework document (up to 10 pages), accompanied by custom graphics and icons.

Return on Investment:

1️⃣ **Strategic Coherence:** Aligned vision, Blueprint, and scorecard that drive disciplined execution and reduces initiative fatigue, prevents drift, and ensures investments of time and money directly in support of scholar outcomes	2️⃣ **Internal Capacity:** A leadership system capable of sustaining and scaling innovation through a culture of strategic data-driven leadership tied to the Framework.	3️⃣ **Measurable Impact:** Clear scholar readiness metrics and a dashboard to monitor progress over time to clearly demonstrate how the educational model prepares scholars for college, career, and service.

Your Investment: $144,000

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References

Additional references upon request.

Encinitas Union School District (Partnership March 2023 - present) • Address: 101 S Rancho Santa Fe Rd, Encinitas, CA 92024 • Phone: 760-944-4300 • Contact: Andree Grey, Superintendent (Andree.Grey@eusd.net) • Services: Framework for the Future + Blueprint • Partner size: 5,400 students • See page 14-15 in our Impact Report (https://issuu.com/learner-centered/docs/2023_impact_report_lcc)	**Hawai'i Department of Education Charter School Commission** (Partnership July 2021 - Present) • Address: 1164 Bishop Street, Suite 1100 Honolulu, HI 96813 • Phone: 808-221-0789 • Contact: PJ Foehr, Deputy Director (pj.foehr@spcsc.hawaai.gov) • Services: Professional development programs designed to help support state-wide charter schools in Hawai'i to align their identity and build their outcomes within the cultural setting of Hawai'i, and in each very unique community and school. • Partner size: 12,000 students, 1,000 staff/employees
Escondido Union School District (Partnership July 2022 - Present) • Address: 2310 Aldergrove Avenue Escondido, CA 92029 • Phone: 760-432-2400 • Contact: Luis Ibarra, Superintendent (libarra@eusd.org) • Services: Framework for the Future + Blueprint • Partner size: 15,000 students, 1,523 staff/employees • See page 12-13 in our Impact Report (https://issuu.com/learner-centered/docs/2023_impact_report_lcc)	**Santa Ana Unified School District** (Partnership July 2021-Present) • Address: 1601 East Chestnut Avenue Santa Ana, CA 92701-6322 • Phone: 714-558-5501 • Contact: Lorraine Perez, Superintendent (lorraine.perez@sausd.us) • Services: Framework for the Future, Principal PD, School Leader Evaluation Redesign • Partner size: 44,000 students, 3,700 staff/employees • See letter of reference attached. See page 14-15 in our Impact Report (https://issuu.com/learner-centered/docs/21-22_impact_report_magazine_compatible)

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