



## Compass Charter Schools

### Special Meeting

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#### Date and Time

Monday June 17, 2019 at 6:00 PM PDT

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CCS Central Office: 850 Hampshire Road, Suite P, Thousand Oaks, CA 91361  
2657 Victoria Circle, Alpine CA, 91901  
702 East Blue Ridge Road, Fresno, CA 93720  
13 Sunrise, Irvine, CA 92603  
3580 Wilshire Blvd., Suite 1130, Los Angeles, CA 90010  
2653 Taft Lane, Palmdale, CA 93551

Please join the meeting from your computer, tablet or smartphone:

<https://compasscharters.adobeconnect.com/bod/>

For questions or requests regarding accessibility, please call Miguel Aguilar at (805) 807-8199.

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#### Agenda

	Purpose	Presenter	Time
<b>I. Opening Items</b>			<b>06:00 PM</b>
<b>A.</b> Call the Meeting to Order		John Vargas	1 m
<b>B.</b> Record Attendance and Guests		Miguel Aguilar	1 m
<b>II. Consent Items</b>			<b>06:02 PM</b>
<b>A.</b> Consent Items	Vote	J.J. Lewis	5 m

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

- Approval of the June 17, 2019 Special Meeting Agenda
- Approval of Resolution 2018-09: Charter SELPA Participation Agreement for CCS of Yolo

**III. Public Comment** **06:07 PM**

A. Public Comment	FYI	John Vargas	5 m
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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 and submit it to Miguel Aguilar, Executive Assistant to the Superintendent. 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 **three (3) 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. New Business** **06:12 PM**

A. Review and Potential Action Regarding Merger Agreement with, and Outstanding Loans to, REALM Charter	Vote	J.J. Lewis	10 m
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**V. Closing Items** **06:22 PM**

A. Upcoming Meetings	FYI	J.J. Lewis	1 m
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Board of Directors Public Hearing

Monday, June 25 at 5 pm

- 2019-20 Budget Public Hearing
- 2019-20 Local Control Accountability Plans Public Hearing

Board of Directors Annual Meeting

Monday, June 25 at 5:30 pm (if Closed Session is needed); 6 pm for Open Session

- Approve 2019-20 LCAPs
- Approve FY20 Operating Budget
- Approve 2019-20 CDE Consolidated Applications
- Election of Officers
- Review 9th Grade Math Placement Policy Final Report
- *Superintendent’s Evaluation*

B. Adjourn Meeting	FYI	John Vargas	1 m
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# Cover Sheet

## Consent Items

**Section:** II. Consent Items

**Item:** A. Consent Items

**Purpose:** Vote

**Submitted by:**

**Related Material:**

A Charter SELPA Participation Agreement for CCS of Yolo Resultion 2018-10.pdf

B Assurances.pdf

C Participation Agreement.pdf



**RESOLUTION OF THE BOARD OF DIRECTORS OF  
COMPASS CHARTER SCHOOLS**

Board Resolution 2018-10

Charter SELPA Participation Agreement for Compass Charter Schools of Yolo

The Board of Directors (“Board”) of Compass Charter Schools (“Compass”), a tax exempt, California nonprofit public benefit corporation operating public charter schools, does hereby adopt the following resolution pursuant to the provisions of the El Dorado County Charter SELPA Participation Agreement:

WHEREAS, each special educational local plan area is required to administer local plans submitted pursuant to Education Code section 56205 et seq., administer the allocation of funds pursuant to Education Code section 56836 et seq., and ensure that it has in effect policies, procedures, and programs that are consistent with state laws, regulations, and policies governing certain aspects of special education; and

WHEREAS, a charter school that is deemed a local educational agency for purposes of special education is required to participate in an approved local plan pursuant to Education Code section 56195.1(f); and

WHEREAS, LEA is a charter school that is deemed a local educational agency for purposes of special education pursuant to Education Code section 47641 and is responsible for complying with all provisions of the Individuals with Disabilities Education Act (20 U.S.C. 1400 et seq.) and implementing regulations as they relate to local educational agencies; and

WHEREAS, the SELPA as authorized by the California State Board of Education serves as the special educational local plan area for California charter schools deemed local educational agencies pursuant to Education Code section 47641 that have successfully completed the SELPA membership process and have signed this Agreement for Participation (“Agreement”); and

WHEREAS, EDCOE is designated in the local plan as the “responsible local agency” for the SELPA, which means the administrative entity, the duties of which shall include, but are not limited to, receiving and distributing state and federal special education funds pursuant to the allocation plan, providing administrative support, and coordinating implementation of the plan; and

WHEREAS, the actions and decisions of the parties are guided by the values of:

1. Commitment – maintaining high standards for performance in student achievement, operations, governance and finance; and

2. Integrity – adherence to moral and ethical principles in all aspects of the work;
3. Fairness – impartial and just treatment of all stakeholders;
4. Partnership – collaborative decision making and accountability;
5. Knowledge – understanding of charter school law and practice; and
6. Transparency- access to the information, decisions, and actions of the organization; and

WHEREAS, the purpose of this agreement is to set forth the various responsibilities of LEA, EDCOE, and SELPA to ensure that all charter pupils with exceptional needs within the SELPA receive appropriate special education programs; and

WHEREAS, adoption of a current Participation Agreement by each member is a condition of membership in the SELPA.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby adopts the foregoing resolution.

BE IT FURTHER RESOLVED, that the Superintendent & CEO hereby is authorized to certify this resolution.

\* \* \*

IN WITNESS WHEREOF, the Board of Directors has adopted the above resolution at a special Board meeting this 17<sup>th</sup> day of June, 2019.

By: \_\_\_\_\_  
J.J. Lewis, Superintendent & CEO



## SPECIAL EDUCATION LOCAL PLAN AREA LOCAL EDUCATION AGENCY ASSURANCES

### 1. **Free Appropriate Public Education 20 United States Code (USC) Section (§) 1412 (a)(1)**

It shall be the policy of this local educational agency (LEA) that a free appropriate public education is available to all children residing in the LEA between the ages of three through 21 inclusive, including students with disabilities who have been suspended or expelled from school.

### 2. **Full Educational Opportunity 20 USC § 1412 (a)(2)**

It shall be the policy of this LEA that all pupils with disabilities have access to educational programs, nonacademic programs, and services available to non-disabled pupils.

### 3. **Child Find 20 USC § 1412 (a)(3)**

It shall be the policy of this LEA that all children with disabilities residing in the State, including children with disabilities who are homeless or are wards of the State and children attending private schools, regardless of the severity of their disabilities, and who are in need of special education and related services are identified, located and evaluated. A practical method is developed and implemented to determine which students with disabilities are currently receiving needed special education and related services.

### 4. **Individualized Education Program (IEP) and Individualized Family Service Plan (IFSP) 20 USC § 1412 (a)(4)**

It shall be the policy of this LEA that an Individualized Education Program (IEP) or an Individualized Family Service Plan (IFSP) is developed, reviewed and revised for each child with a disability who requires special education and related services in order to benefit from his/her individualized education program. It shall be the policy of this LEA that a review of an IEP will be conducted on at least an annual basis to review a student's progress and make appropriate revisions.

### 5. **Least Restrictive Environment 20 USC § 1412 (a)(5)**

It shall be the policy of this LEA that to the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are not disabled. Special class, separate schooling, or other removal of a student with disabilities from the general educational environment, occurs only when the nature or severity of the disability of the student is such that education in general classes with the use of supplemental aids and services cannot be achieved satisfactorily.

### 6. **Procedural Safeguards 20 USC § 1412 (a)(6)**

It shall be the policy of this LEA that children with disabilities and their parents shall be afforded all procedural safeguards throughout the provision of a free appropriate public education including the identification, evaluation, and placement process.

**7. Evaluation 20 USC § 1412 (a)(7)**

It shall be the policy of this LEA that a reassessment of a student with a disability shall be conducted at least once every three years or more frequently, if appropriate.

**8. Confidentiality 20 USC § 1412 (a)(8)**

It shall be the policy of this LEA that the confidentiality of personally identifiable data information and records maintained by the LEA relating to children with disabilities and their parents and families shall be protected pursuant to the Family Educational Rights and Privacy Act (FERPA).

**9. Part C, Transition 20 USC § 1412 (a)(9)**

It shall be the policy of this LEA that a transition process for a child who is participating in Early Intervention Programs (IDEA, Part C) with an IFSP is begun prior to a toddler's third birthday. The transition process shall be smooth, timely and effective for the child and family.

**10. Private Schools 20 USC § 1412 (a)(10)**

It shall be the policy of this LEA to assure that children with disabilities voluntarily enrolled by their parents in private schools shall receive appropriate special education and related services pursuant to LEA coordinated procedures. The proportionate amount of federal funds will be allocated for the purpose of providing special education services to children with disabilities voluntarily enrolled in private school by their parents.

**11. Local Compliance Assurances 20 USC § 1412 (a)(11)**

It shall be the policy of this LEA that the local plan shall be adopted by the appropriate local board(s) (district/county) and is the basis for the operation and administration of special education programs; and that the agency(ies) herein represented will meet all applicable requirements of state and federal laws and regulations, including compliance with the Individuals with Disabilities Education Act (IDEA), the Federal Rehabilitation Act of 1973, Section 504 of Public Law and the provisions of the California *Education Code*, Part 30.

**12. Interagency 20 USC § 1412 (a)(12)**

It shall be the policy of this LEA that interagency agreements or other mechanisms for interagency coordination are in effect to ensure services required for FAPE are provided, including the continuation of services during an interagency dispute resolution process.

**13. Governance 20 USC § 1412 (a)(13)**

It shall be the policy of this LEA to support and comply with the provisions of the governance bodies and any necessary administrative support to implement the Local Plan. A final determination that an LEA is not eligible for assistance under this part will not be made without first affording that LEA with reasonable notice and an opportunity for a hearing through the State Educational Agency.

**14. Personnel Qualifications 20 USC § 1412 (a)(14)**

It shall be the policy of this LEA to ensure that personnel providing special education related services meet the highly qualified requirements as defined under federal law, including that those personnel have the content knowledge and skills to serve children with disabilities.

This policy shall not be construed to create a right of action on behalf of an individual student for the failure of a particular LEA staff person to be highly qualified or to prevent a parent from filing a State complaint with the California Department of Education (CDE) about staff qualifications.

**15. Performance Goals and Indicators 20 USC § 1412 (a)(15)**

It shall be the policy of this LEA to comply with the requirements of the performance goals and indicators developed by the CDE and provide data as required by the CDE.

**16. Participation in Assessments 20 USC § 1412 (a)(16)**

It shall be the policy of this LEA that all students with disabilities shall participate in state and district-wide assessment programs. The IEP team determines how a student will access assessments with or without accommodations, or access alternate assessments, consistent with state standards governing such determinations.

**17. Supplementation of State/Federal Funds 20 USC § 1412 (a)(17)**

It shall be the policy of this LEA to provide assurances that funds received from Part B of the IDEA will be expended in accordance with the applicable provisions of the IDEA; will be used to supplement and not to supplant state, local and other Federal funds those funds.

**18. Maintenance of Effort 20 USC § 1412 (a)(18)**

It shall be the policy of this LEA that federal funds will not be used to reduce the level of local funds and/or combined level of local and state funds expended for the education of children with disabilities except as provided in Federal law and regulations.

**19. Public Participation 20 USC § 1412 (a)(19)**

It shall be the policy of this LEA that public hearings, adequate notice of the hearings, and an opportunity for comment available to the general public, including individuals with disabilities and parents of children with disabilities are held prior to the adoption of any policies and/or regulations needed to comply with Part B of the IDEA.

**20. Rule of Construction 20 USC § 1412 (a)(20)**

(Federal requirement for State Education Agency only)

**21. State Advisory Panel 20 USC § 1412 (a)(21)**

(Federal requirement for State Education Agency only)



**22. SUSPENSION/EXPULSION 20 USC § 1412 (a)(22)**

The LEA assures that data on suspension and expulsion rates will be provided in a manner prescribed by the CDE. When indicated by data analysis, the LEA further assures that policies, procedures and practices related to the development and implementation of the IEPs will be revised.

**23. Access to Instructional Materials 20 USC § 1412 (a)(23)**

It shall be the policy of this LEA to provide instructional materials to blind students or other students with print disabilities in a timely manner according to the state adopted National Instructional Materials Accessibility Standard.

**24. Overidentification and Disproportionality 20 USC § 1412 (a)(24)**

It shall be the policy of this LEA to prevent the inappropriate disproportionate representation by race and ethnicity of students with disabilities.

**25. Prohibition on Mandatory Medicine 20 USC § 1412 (a)(25)**

It shall be the policy of this LEA to prohibit school personnel from requiring a student to obtain a prescription for a substance covered by the Controlled Substances Act as a condition of attending school or receiving a special education assessment and/or services.

**26. Distribution Of Funds 20 USC § 1411(e),(f)(1-3)**

(Federal requirement for State Education Agency only)

**27. Data 20 USC § 1418 (a-d)**

It shall be the policy of this LEA to provide data or information to the CDE that may be required by regulations.

**28. Reading Literacy (State Board requirement, 2/99)**

It shall be the policy of this LEA that in order to improve the educational results for students with disabilities, Special Education Local Plan Area's (SELPA) Local Plans shall include specific information to ensure that all students who require special education will participate in the California Reading Initiative.

**29. Charter Schools EC 56207.5 (a-c)**

It shall be the policy of this LEA that a request by a charter school to participate as a local educational agency in a special education local plan area may not be treated differently from a similar request made by a school district.

In accordance with Federal and State laws and regulations

Compass Charter Schools of Yolo

(Charter LEA name)

certifies that this plan has been adopted by the appropriate local board(s) (LEA/county) and is the basis for the operation and administration of special education programs; and that the agency herein represented will meet all applicable requirements of state and federal laws, regulations and state policies and procedures, including compliance with the Individuals with Disabilities Education Act, 20 *United States Code (USC)* 1400 et.seq, and implementing regulations under 34 *Code of Federal Regulations (CFR)*, Parts 300 and 303, 29 *USC* 794, 705 (20), 794- 794b, the Federal Rehabilitation Act of 1973, as amended, and the provisions of the California *Education Code*, Part 30 and Chapter 3, Division 1 of Title V of the *California Code of Regulations*.

Be it further resolved, the local educational agency (LEA) superintendent shall administer the local implementation of procedures, in accordance with state and federal laws, rules, and regulations, which will ensure full compliance.

Furthermore, the LEA superintendent ensures that policies and procedures covered by this assurance statement are on file at the LEA and the SELPA office.

Yeas: \_\_\_\_\_ Nays: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: Superintendent & CEO  
\_\_\_\_\_

Approved this 17 day of June, 2019



## **AGREEMENT FOR PARTICIPATION EL DORADO CHARTER SELPA**

This Agreement for Participation (“Agreement”) is entered into by and between the El Dorado Charter SELPA (“SELPA”), the El Dorado County Office of Education (“EDCOE”), and Compass Charter Schools of Yolo (“LEA”), a California public charter school, collectively referred to as the “Parties.”

### **RECITALS**

WHEREAS, each special educational local plan area is required to administer local plans submitted pursuant to Education Code section 56205 et seq., administer the allocation of funds pursuant to Education Code section 56836 et seq., and ensure that it has in effect policies, procedures, and programs that are consistent with state laws, regulations, and policies governing certain aspects of special education;

WHEREAS, a charter school that is deemed a local educational agency for purposes of special education is required to participate in an approved local plan pursuant to Education Code section 56195.1(f);

WHEREAS, LEA is a charter school that is deemed a local educational agency for purposes of special education pursuant to Education Code section 47641 and is responsible for complying with all provisions of the Individuals with Disabilities Education Act (20 U.S.C. 1400 et seq.) and implementing regulations as they relate to local educational agencies;

WHEREAS, the SELPA as authorized by the California State Board of Education serves as the special educational local plan area for California charter schools deemed local educational agencies pursuant to Education Code section 47641 that have successfully completed the SELPA membership process and have signed this Agreement for Participation (“Agreement”);

WHEREAS, EDCOE is designated in the local plan as the “responsible local agency” for the SELPA, which means the administrative entity, the duties of which shall include, but are not limited to, receiving and distributing state and federal special education funds pursuant to the allocation plan, providing administrative support, and coordinating implementation of the plan;

WHEREAS, the actions and decisions of the parties are guided by the values of:

1. Commitment – maintaining high standards for performance in student achievement, operations, governance and finance;
2. Integrity – adherence to moral and ethical principles in all aspects of the work;
3. Fairness – impartial and just treatment of all stakeholders;
4. Partnership – collaborative decision making and accountability;
5. Knowledge – understanding of charter school law and practice; and
6. Transparency- access to the information, decisions, and actions of the organization;

WHEREAS, the purpose of this agreement is to set forth the various responsibilities of LEA, EDCOE, and SELPA to ensure that all charter pupils with exceptional needs within the SELPA receive appropriate special education programs.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties hereto as follows:

## 1. **SHARED COMMITMENTS**

- 1.1. **Resource Allocation.** Parties shall demonstrate commitment to the promises set forth in this Agreement by allocating appropriate resources.
- 1.2. **Standard of Conduct.** Parties, at all times, shall conduct themselves in such a manner as to act in the best interests of all other SELPA members. LEA shall not engage in any activity or enterprise which would tend to injure or expose the SELPA or any of its members to any significant risk of harm or injury of any kind.
- 1.3. **Compliance.** All parties to this agreement shall identify and comply with applicable laws, regulations, policies, procedures and generally accepted standards. Each party will address any identified compliance gaps in a responsible and timely fashion.
- 1.4. **Continual Improvement.** Parties are expected to continually improve by setting performance objectives, executing plans and taking necessary corrective actions for deficiencies identified by any and all internal and/or external assessments.
- 1.5. **Accuracy of Business Records.** Parties shall ensure that any and all financial books and records conform to generally accepted accounting principles and state reporting requirements. Records must be accurate in all material respects. Records must be legible, transparent, and reflect actual transactions and payments and be open to inspection by the other party upon a reasonable request.
- 1.6. **Accuracy of Student Records.** Parties shall ensure that any and all student records conform to prescribed formats. Records must be legible, transparent, reflect actual transactions and payments, and be accurate in all material respects. Records must be open to inspection and review by other parties with legitimate educational interest upon a request.
- 1.7. **Documentation.** Parties shall maintain documentation necessary to demonstrate compliance with this Agreement and compliance with applicable state and federal statutes and regulations.
- 1.8. **Local and Allocation Plans.** Parties agree to the provisions of the Local and Allocation Plans as updated and approved by the CEO Council.
- 1.9. **Provision of Free and Appropriate Public Education.** The LEA is solely responsible for the provision of special education programs and services to eligible students enrolled in the LEA. The Parties understand and agree that the SELPA or EDCOE shall have no responsibility for the operation of any direct educational program service of any kind, that the SELPA has no duty or authority to provide FAPE to individual students, and that the SELPA has no duty or authority to make decisions regarding the educational programming of students enrolled in the LEA.

## 2. **LEA RESPONSIBILITIES**

- 2.1 **Programs and Services.** The LEA is solely and exclusive responsible for the following mandated activities in order to operate its special education programs and services for students enrolled in the LEA. As such, the LEA shall:

- 2.1.1. Select, employ, compensate, and determine the duties of, or establish appropriate contracts for the provision of, special education teachers, instructional aides, and other personnel as required to conduct the program specified in the Local Plan, and in compliance with state and federal mandates.
  - 2.1.2. Conduct and/or contract those programs operated by the LEA in conformance with the Local Plan and the state and federal mandates.
  - 2.1.3. Organize and administer the activities of the IEP teams, including the selection of the LEA staff and who will serve as members of the IEP team in conformance with Education Code Section 56341 and in compliance with the Local Plan.
  - 2.1.4. Develop and implement program objectives and the evaluation of the program effectiveness.
  - 2.1.5. Communicate with the parents and/or legal guardians of students in conformance with laws, regulations and the provisions of the Local Plan.
  - 2.1.6. Provide for the documentation and reporting of assessment procedures used for the placement of individuals and the security thereof.
  - 2.1.7. Provide for the continuous review of placements and the assessment procedures employed to insure their effectiveness and applicability, and insure the continued implementation and compliance with eligibility criteria.
  - 2.1.8. Provide for the integration of students with disabilities into the general education school programs and provide for evaluating the results of such integration according to specifications of the Local Plan.
  - 2.1.9. Conduct the review of individual placements requested by the parents and/or legal guardians of the student in accordance with the Local Plan.
  - 2.1.10. Prepare and submit all required reports, including reports on student enrollment, program expenditures, and program evaluation.
- 2.2. Fiscal Responsibilities. Receive and expend special education funding in accordance with the Charter SELPA Allocation Plan.
- 2.3. Restricted Funds. As a condition of membership and participation in the SELPA, LEA warrants and represents that at no time during the term of this Agreement and LEA's membership and participation in the SELPA shall the LEA, directly or indirectly, provide special education funding for the benefit of a for-profit entity. All funding provided through the Charter SELPA shall be treated as a restricted funding source to be expended only for special education or special education services. Nothing contained herein shall be interpreted as prohibiting any LEA from expending funds to contract with a state-certified nonpublic agency/school for the benefit of children served, in accordance with the approved master contract and individual services agreements as provided for in federal and state law.

- 2.4. Audit Report. Annually provide the SELPA with the LEA's annual, independent financial audit report, on or before December 20th each year, unless an extension has been granted by the State Controller's Office, in which case an extension will be granted to the charter as well. LEA further agrees to provide SELPA copies of any and all State Controller's Office communications regarding audit report corrective actions and a corrected audit report, if applicable. Should an LEA be the subject of an investigation by any federal, state, or local agency, including but not limited to the Fiscal Crisis Management and Assistance Team ("FCMAT") arising out of or related to allegations of fiscal mismanagement, failure to meet generally accepted accounting principles, or any violation of a provision of law, the LEA shall immediately notify SELPA and provide the SELPA with a copy of any written correspondence related thereto.
- 2.5. Membership Responsibilities. Adhere to governance structure within SELPA Local Plan and Policies including designating appropriate representatives to serve on required councils and committees; ensure appropriate LEA representatives attend and participate in SELPA governance meetings as set forth in the Local Plan, Policies and Procedures.
- 2.6. Management Decisions. Consistent with this Agreement, LEA shall have full and exclusive authority and responsibility for classifying employment positions within their LEA. The managerial prerogatives of any participating LEA member shall not be infringed upon by any other participating LEA member except upon mutual consent of an affected LEA member(s), or unless as otherwise set forth. LEA shall not undertake to independently act on behalf of the SELPA or any of its members without express written authorization of the SELPA.
- 2.7. Participation. Ensure appropriate LEA representatives attend and participate in SELPA governance meetings and committees as set forth in the Local Plan, Policies and Procedures.
- 2.8. Reporting Requirements. Submit all required federal, state and SELPA reports and data requests in the prescribed format and at the specified due date. Upon written request by the SELPA, LEA shall provide any requested information, documents, writings, or information of any sort without delay, except as otherwise prohibited by law.
- 2.9. Indemnification and Hold Harmless. To the fullest extent allowed by law, LEA agrees to defend, indemnify, and hold harmless the SELPA and its individual other members, EDCOE, the El Dorado County Superintendent of Schools, and each of their respective directors, officers, agents, employees, and volunteers (the Indemnified Parties), from any claim or demand, damages, losses or expenses (including, without limitation, reasonable attorney fees) that arise in any manner from an actual or alleged failure by LEA to fulfill one or more of the LEA member's obligations except to the extent that such suit arises from the SELPA, EDCOE, or the El Dorado County Superintendent of Schools' negligence.

### 3. **SELPA DUTIES AND RESPONSIBILITIES**

- 3.1 Services. In order to accomplish the goals set forth in the Local Plan, SELPA shall provide the following services and activities for the LEA:

- 3.1.1. Receive, compile, and submit required enrollment reports and compute all special education apportionments; receive data from LEA to compile and submit budgets for the programs and monitor the fiscal aspects of the program conducted, and receive the special education apportionments as authorized by applicable law.
  - 3.1.2. Maintain SELPA policies and procedures for referring and placing individuals with exceptional needs who are enrolled in the LEA, including the methods and procedures for communication with the parents and/or guardians of the students according to SELPA Local Plan, Policies and Procedures.
  - 3.1.3. Coordinate the organization and maintenance of the Special Education Community Advisory Committee (“CAC”) to coordinate the implementation of the Local Plan and provide for the attendance of designated members of the SELPA’s staff at all regularly scheduled CAC meetings as required by law.
  - 3.1.4. Coordinate community resources with those provided by LEA and SELPA, including providing such contractual agreements as may be required.
  - 3.1.5. Coordinate state Quality Assurance Process.
  - 3.1.6. Provide alternative dispute resolution supports and services.
  - 3.1.7. Develop interagency referral and placement procedures.
  - 3.1.8. Provide regular personnel development training sessions for LEA staff responsible for administering or delivering special education programs and services.
  - 3.1.9. Provide the method and forms to enable the LEA to report to the SELPA on student enrollment and program expenditures. Establish and maintain a pupil information system.
  - 3.1.10. Provide reasonable and appropriate technical assistance and information to the LEA upon request from LEA administration, including but not limited to:
    1. Evidenced Based Practices;
    2. Program Development and Improvement;
    3. Individual cases;
    4. State complaints;
    5. Requests for due process mediation and hearing; and
    6. Appropriate programs and services for specific pupils.
  - 3.1.11. Perform other services reasonable and necessary to the administration and coordination of the Local Plan.
- 3.2. Governance. Organize and maintain the governance structure of the Local Plan including various committees and councils to monitor the operations of the SELPA and make recommendations for necessary revisions, including, but not limited to, the Local Plan, Allocation Plan and Policies.

- 3.3. Data Reporting. Establish and maintain methods, timelines and forms to submit required federal, state and SELPA reports.
- 3.4. Public Meetings. Schedule public meetings for purposes of governance activities and adopting the Annual Service Plan and Budget Plan.
- 3.5. Fiscal Responsibilities. Receive, distribute, and oversee the expenditure of special education funds in accordance with federal and state regulations and the SELPA Allocation Plan.
- 3.6. Indemnification and Hold Harmless. The SELPA shall be held harmless and indemnify EDCOE and the El Dorado County Superintendent of Schools for any costs of any kind or nature arising out of or related to this agreement other than as specifically contemplated herein, except to the extent that such cost arises from EDCOE and the El Dorado County Superintendent of Schools' negligence.

#### **4. EDCOE DUTIES AND RESPONSIBILITIES**

- 4.1. The Parties understand that EDCOE is designated in the Local Plan as the "responsible local agency" for the SELPA. EDCOE shall receive and distribute state and federal special education funds pursuant to the Allocation Plan, provide administrative support, and coordinate implementation of the Local Plan in accordance with state and federal law.
- 4.2. EDCOE shall not be responsible for any LEA or SELPA obligations or duties of any kind or nature except as explicitly set forth in this agreement.

#### **5. TERMINATION OF THIS AGREEMENT AND PARTICIPATION IN SELPA**

- 5.1. LEA may terminate this Agreement and participation in the SELPA in its sole discretion at the end of the fiscal year next occurring after having provided prior written notice to the SELPA, as follows:
  - 5.1.1. Prior initial written notice of intended termination to the SELPA at least twelve (12) months and one (1) day in advance of date of termination; and
  - 5.1.2. Final written notice of termination to the SELPA no more than six (6) months after the LEA's initial notice of intended termination.
- 5.2. The SELPA may initiate and complete termination of this Agreement and LEA's participation in the SELPA in its sole discretion in accordance with the process and standards in SELPA Policies. The SELPA will provide prior written notice to the LEA at least twelve (12) months as follows:
  - 5.2.1. Prior initial written notice of intended termination to the LEA at least twelve (12) months and one (1) day in advance of date of termination, and
  - 5.2.2. Final written notice of termination to the LEA no more than six (6) months after the SELPA's initial notice of intended termination.



- 5.3. Specifically the timeline and process above does not preclude the SELPA from initiating and completing the termination process in less than 12 months or by June 30 of the year immediately preceding the summary termination, if the member demonstrates:
- 5.3.1. Egregious disregard of state and federal requirements to provide services to students; and/or
  - 5.3.2. Demonstrated systemic and material issues that would cause the SELPA to make a finding of “going concern” based on leadership, programmatic and/or fiscal solvency that would cause SELPA to reasonably believe the SELPA may be harmed by the continued membership of the LEA.

The standards and timeline as determined by the SELPA shall, at a minimum, provide the LEA a reasonable opportunity for prior written notice and an opportunity to be heard by the Membership Appeals Committee.

## 6. **DISPUTE RESOLUTION**

Should a dispute arise relating to the responsibility for service provision, governance activities, the distribution of funding, if a party believes that an action taken by the CEO Council will create an undue hardship, or that the action taken exceeds the authority granted to the CEO Council within the Local Plan and/or state or federal statute, the aggrieved party may request a review of the action with the appropriate governing body or CDE as appropriate.

## 7. **MUTUAL REPRESENTATIONS**

- 7.1. Authority and Capacity. The Parties have the authority and capacity to enter into this agreement.
- 7.2. Full Disclosure. All information heretofore furnished by the Parties for purposes of or in connection with this Agreement or any transaction contemplated hereby or thereby is true and accurate in all material respects on the date as of which such information is stated.
- 7.3. No Conflicts. Neither party is under any restriction or obligation that may affect the performance of its obligations under this agreement.
- 7.4. Enforceability. This Agreement constitutes a legal, valid, and binding obligation, enforceable against the Parties according to its terms.

**8. RESERVATION OF RIGHTS**

The Parties hereto agree that nothing contained in this Agreement or otherwise shall be deemed to have waived or modified any of their rights or remedies under the law.

**This agreement is entered into for the 2019-20 year and, absent a new agreement or termination, continues each year thereafter.**

Executed on this 17 day of June, 2019.

In accordance with SELPA policy, Compass Charter Schools of Yolo,  
[INSERT Charter LEA Name]

**certifies that this agreement has been approved by the appropriate local board(s).**

**LEA**

17-June-2019

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of CEO of Charter LEA

J.J. Lewis, Superintendent & CEO

\_\_\_\_\_  
[PRINT CEO Name, Title]

**EL DORADO COUNTY OFFICE OF EDUCATION**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ed Manansala, Ed.D., Superintendent  
El Dorado County Office of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
David M. Toston, Associate Superintendent  
SELPA Programs  
El Dorado County Office of Education

## Cover Sheet

### Review and Potential Action Regarding Merger Agreement with, and Outstanding Loans to, REALM Charter

**Section:** IV. New Business  
**Item:** A. Review and Potential Action Regarding Merger Agreement with, and  
Outstanding Loans to, REALM Charter  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Termination of Merger Agreement Resolution 2018-09.pdf



**RESOLUTION OF THE BOARD OF DIRECTORS OF  
COMPASS CHARTER SCHOOLS**

Board Resolution 2018-09

Approving Termination of Agreement and Plan of Merger with REALM  
Charter Schools and Certain Related Actions

The Board of Directors (“Board”) of Compass Charter Schools (“Compass”) does hereby adopt the following resolution:

WHEREAS, Compass is a California nonprofit public benefit corporation that has been determined to be exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, whose charitable purposes include to create, manage, operate, guide, direct and promote one or more public charter schools and currently operates three public charter schools;

WHEREAS, REALM Charter Schools (“REALM”) is a California nonprofit public benefit corporation that has been determined to be exempt from income taxation under Section 501(c)(3) of the Internal Revenue Code, whose charitable purposes include to manage, operate, guide, direct and promote one or more California public charter schools and currently operates a public charter school known as REALM Charter School (“School”) authorized by Berkeley Unified School District (“District”);

WHEREAS, Compass and REALM entered into an affiliation agreement dated December 10, 2018 (“Affiliation Agreement”) for the primary and specific purposes of supporting, benefitting and furthering the charitable and educational purposes of both parties, and subsequently entered into an Agreement and Plan of Merger (“Merger Agreement”) pursuant to which REALM would merge into Compass and create a stronger, more effective and efficient organization and expend independent study opportunities;

WHEREAS, Compass has loaned to REALM, (1) an aggregate principal amount of One Hundred Thousand Dollars (\$100,000) to use towards construction of the School’s middle school site (“Initial Loan”) which Initial Loan remains outstanding, (2) an aggregate principal amount of Two Hundred Fifty Thousand Dollars (\$250,000) to use towards operations of its School (“Second Loan”) which Second Loan also remains outstanding, and (3) an aggregate principal amount of Three Hundred Twenty Thousand One Hundred and Forty Seven Dollars and Forty Five Cents (\$320,147.45), which is a portion of the total aggregate principal amount of up to Five Hundred Thousand Dollars (\$500,000) which was originally approved by the Compass Board, to use towards the operations of its School (“Third Loan”) which disbursed principal amount of the Third Loan as stated herein remains outstanding,

WHEREAS, the Initial Loan, Second Loan and Third Loan were made in accordance with loan agreements executed by Compass and REALM and related promissory notes (collectively referred to as the "Loan Agreements");

WHEREAS, on June 12, 2019, the District Board of Education voted to deny REALM's request for a material revision to the School's charter which would have authorized Compass to operate the School;

WHEREAS, at the same meeting on June 12, 2019, the District Board of Education approved a notice of intent to revoke the School's charter;

WHEREAS, Section 5.2 of the Merger Agreement requires that, among other conditions to closing of the merger, REALM must (1) maintain its charter for the School in good standing, and provide District confirmation of such good standing (good standing for purposes of the Merger Agreement includes no pending notice of concern, notice of violation, or notice of intent to revoke the charter for the School) and (2) obtain any necessary material revision of its charter for the School from the District that may be necessary to effectuate the Merger Agreement, and the operation of the School by Compass as the surviving corporation;

WHEREAS, Section 6.1.7 provides that the Merger Agreement may be terminated by Compass if any of the conditions required of REALM as set forth in Article V hereof shall become incapable of fulfillment and shall not have been waived in writing by Compass;

WHEREAS, Section 6.2 provides that termination under Article VI of the Merger Agreement shall be effected by the giving of written notice to that effect by one Party to the other Party;

WHEREAS, Section 6.3 of the Merger Agreement provides in relevant part that any loan agreement, promissory note or related documents, including all rights and obligations thereunder, shall remain in full force and effect notwithstanding the termination of this Agreement;

WHEREAS, Section 4 of the Loan Agreements, consistent with the related promissory notes, provides that REALM's failure to obtain any necessary approvals, consents, authorizations, licenses, certificates and waivers required by law or reasonably necessary to properly effectuate the Merger Agreement and/or the loan constitutes an event of default;

WHEREAS, Section 4 of the Loan Agreements, consistent with the related promissory notes, also provides that if an event of default occurs and is not cured within ten (10) days, Compass shall have the right to take such action as may be available to Compass under the Loan Agreements or under applicable law, including Compass' right, at its sole and exclusive option, to declare the remaining amounts due under the Loan Agreements to be due and payable immediately after REALM fails to cure the default within the ten (10) day cure period;

WHEREAS, REALM has failed to maintain its charter for the School in good standing and the District has denied REALM's request for a material revision of its charter for the School that would

provide for the operation of the School by Compass as the surviving corporation following the completion of the merger; and

WHEREAS, it is now in the best interests of Compass to terminate the Merger Agreement and declare all outstanding amounts loaned by Compass to REALM, and including any interest, costs or fees as provided under the Loan Agreements (including the related promissory notes), to become due and payable immediately upon REALM’s failure to cure the default within the ten (10) day cure period;

NOW, THEREFORE, this Board does hereby find, resolve and order as follows:

Section 1. The foregoing recitals are true and correct.

Section 2. The Board hereby approves the termination of the Merger Agreement and directs the Superintendent and CEO (“CEO”), or his designee, to provide written notice of termination to REALM.

Section 3. The Board hereby approves the exercise of Compass’s right under the Loan Agreements (including the related promissory notes) to declare all outstanding amounts loaned by Compass to REALM, and including any interest, costs or fees as provided under the Loan Agreements (including the related promissory notes), to become due and payable immediately upon REALM’s failure to cure the default within the ten (10) day cure period and directs the CEO, or his designee, to provide written notice of the same to REALM.

Section 4. The CEO and the Secretary of Compass, or the duly delegated representatives of any of the foregoing (each an “Authorized Officer”), acting alone or together, are hereby authorized and directed to certify the foregoing resolutions and take or cause to be taken all such other actions as may be required to fulfill the purposes of the foregoing resolutions. All such actions and doings of said persons which are in conformity with the purposes and intent of this resolution are hereby in all respects ratified, approved and confirmed.

Section 5. If any section, paragraph, clause or provision of this resolution shall for any reason be held invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining sections, paragraphs, clauses or provisions of this resolution.

Section 6. This resolution shall be in full force and effect immediately upon its adoption.

\* \* \*

IN WITNESS WHEREOF, the Board of Directors of Compass has adopted the above resolution at a special Board meeting this 14<sup>th</sup> day of June, 2019.

By: \_\_\_\_\_  
J.J. Lewis, Superintendent & CEO