



Compass Charter Schools Personnel Committee Meeting

Date and Time

Wednesday June 21, 2017 at 2:00 PM

CCS Central Office: 850 Hampshire Road, Suite P, Thousand Oaks, CA 91361
3305 Buckman Springs Road, Pine Valley, CA 91962
3625 Thousand Oaks Blvd., Suite 245 Westlake Village, CA 91362

Please join my meeting from your computer, tablet or smartphone.
<https://global.gotomeeting.com/join/156057949>
You can also dial in using your phone: (646) 749-3131; Access Code: 156-057-949

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

Agenda

	Purpose	Presenter	Duration
I. Opening Items			
A. Call the Meeting to Order		Joe Cummings	1
B. Record Attendance and Guests		Miguel Aguilar	1
II. CONSENT ITEMS			
A. Consent Items	Vote	Joe Cummings	1
Consent Items - Items under Consent Items will be voted on in one motion unless a member of the Committee requests that an item be removed and voted on separately, in which case, the Committee 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.			
<ul style="list-style-type: none">• Approval of June 21, 2017 Regular Meeting Agenda• Approval of April 19, 2017 Regular Meeting Minutes			
B. Approval of the April 19, 2017 Regular Meeting Minutes	Approve Minutes	Joe Cummings	

III. CLOSED SESSION

A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION	Discuss	Joe Cummings	20
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Title: President & CEO

IV. RECONVENE FROM CLOSED SESSION

A. Closed Session Report	Discuss	Joe Cummings	5
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V. COMMUNICATIONS

A. Committee Member Communication	FYI	Joe Cummings	10
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- Kathy Granger
- Joe Cummings

VI. REPORTS

A. Staff Report	FYI	J.J. Lewis	5
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VII. PUBLIC COMMENT

A. Public Comment	FYI	Joe Cummings	5
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Addressing the Committee – Committee 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 Committee through the Chair of the Committee. To ensure an orderly meeting and an equal opportunity for each speaker, persons wishing to address the Committee must send a Speaker Request Message through the form of a text message or chat box message to Miguel Aguilar, Executive Assistant to the CEO (805-807-8199). Messages must contain speaker name, contact number or email, and subject matter and sent prior to the beginning of the Public Comment section of the meeting. Members of the public may address the Committee on any matter within the Committee’s jurisdiction and have **three (3) minutes each** do so. The total time of each subject will be fifteen (15) minutes, unless additional time is requested by a Committee Member and approved by the Committee.

The Committee may not deliberate or take action on items that are not on the agenda. However, the Committee 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 Committee meeting. The Personnel Committee may place limitations on the total time to be devoted to each topic if it finds that the numbers of speakers would impede the Committee’s ability to conduct its business in a timely manner. The Personnel Committee may also allow for additional public comment and questions after reports and presentations if it deems necessary.

VIII. UNFINISHED BUSINESS

IX. NEW BUSINESS

A. Review and Approval of the At-Will Employment Draft Agreement for the President & CEO	Vote	J.J. Lewis	10
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X. Closing Items

A. Upcoming Meeting	FYI	J.J. Lewis	1
Annual Meeting of the Board of Directors Monday, June 26 at 5 pm			
B. Adjourn Meeting	FYI	Joe Cummings	1

Cover Sheet

Approval of the April 19, 2017 Regular Meeting Minutes

Section: II. CONSENT ITEMS
Item: B. Approval of the April 19, 2017 Regular Meeting Minutes
Purpose: Approve Minutes
Submitted by:



Compass Charter Schools

Minutes

Personnel Committee Meeting

Date and Time

Wednesday April 19, 2017 at 3:00 PM

CCS Central Office: 850 Hampshire Road, Suite P, Thousand Oaks, CA 91361
3305 Buckman Springs Road, Pine Valley, CA 91962
3625 Thousand Oaks Blvd., Suite 245 Westlake Village, CA 91362

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Committee Members Present

J. Cummings (remote), J. Lewis, K. Granger (remote)

Committee Members Absent

Guests Present

L. Fishman, M. Aguilar

I. Opening Items

A. Call the Meeting to Order

J. Cummings called a meeting of the Personnel committee of Compass Charter Schools to order on Wednesday Apr 19, 2017 @ 3:05 PM.

B. Record Attendance and Guests

II. CONSENT ITEMS

A. Consent Items

K. Granger made a motion to approve the consent items.

J. Cummings seconded the motion.

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

Roll Call

J. Cummings Aye

K. Granger Aye

B. Approval of the February 15, 2017 Regular Meeting Minutes

K. Granger made a motion to approve minutes from the Personnel Committee Meeting on 02-15-17.

J. Cummings seconded the motion.

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

Roll Call

K. Granger Aye

J. Cummings Aye

III. COMMUNICATIONS

A. Committee Member Communication

No committee member communication.

IV. REPORTS

A. Staff Report

Mr. Lewis shared information on upcoming celebrations, including Administrative Professionals Day next Wednesday, April 26 (we have four (4) administrative professionals) and National Teacher Appreciation Week the week of May 7-13 (we have six (6) Educational Facilitators, ten (10) Elementary School Teachers, 21 High School Teachers, 11 Middle School Teachers, four (4) Special Education Instructors, and four (4) Virtual Learning Instructors). We are encouraging scholars and families to celebrate with us, and more information on how to do so is on both our website calendar and ParentSquare calendar. He also shared that staff completed their self-assessments through Bamboo HR in March.

V. PUBLIC COMMENT

A. Public Comment

No public comment.

VI. UNFINISHED BUSINESS

A. Review and Approval of the 2017-18 Employee Handbook

Mr. Lewis shared an overview of the draft 2017-18 Employee Handbook. He walked the committee through various highlights and key updates that ensure legal compliance. Once approved by the Personnel Committee, a final vote to approve the handbook will take place by the full Board of Directors at their June 26 Annual Meeting.

J. Cummings made a motion to approve the 2017-18 Employee Handbook.

K. Granger seconded the motion.

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

Roll Call

K. Granger Aye

J. Cummings Aye

VII. Closing Items

A. Upcoming Meeting

B. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 3:21 PM.

Respectfully Submitted,
M. Aguilar

Cover Sheet

Staff Report

Section: VI. REPORTS
Item: A. Staff Report
Purpose: FYI
Key Result: CEO Support & Evaluation
Submitted by: J.J. Lewis
Related Material: A Staff Report - June.pdf
B CCS - Hiring Tracker - 06-09-17.pdf



Staff Report
June 21, 2017

This report is meant to provide updates to the Board of Directors Personnel Committee:

403(b)

Compass Charter Schools offers a 403(b) retirement plan to its staff. For those who are not credentialed, CCS offers up to a 10% match. (Those staff who are credentialed are enrolled in the California State Teachers Retirement System and receive a match of 12.58% this year, with rates increasing year. The 2017-18 match is 14.43%; 2020-21 match is 19.1%.) 23 staff (27.7%) are currently enrolled and 12 receiving matching funds. The average match is 6.7%. The next opportunity for staff to join and/or make changes to their plan is July 1 through July 15. They are able to join and/or make changes quarterly.

All-Staff Retreat

We will be hosting our annual in-person All-Staff Retreat at Paradise Point in San Diego from Monday, July 31 through Friday, August 4. Training will focus on the new StrongMind system, with some opportunity for department and division training. There are several evening social activities planned as well. We have also partnered with the American Red Cross to host a Blood Drive on-site for staff, guests and the community from 7-12 pm on Friday, August 4 as our way to give back to the community.

California State Teachers Retirement System

Due to the closing of Academy of Arts & Sciences: Sonoma and Academy of Arts & Sciences: Thousand Oaks & Simi Valley, we have begun the process to notify CalSTRS and the two (2) County Offices of Education (Sonoma and Ventura) of our closure and are moving our employees who are in these files to our LA file. This has no impact on our staff. The only impact is how we report contributions each month for employees and from the employer, which will be through our LA file to the Los Angeles County Office of Education.

Celebrations

At our Annual Meeting on Monday, June 26, we will present the Certificated Employee of the Year Award to Kasey Bentley, Head High School Advisor, and Classified Employee of the Year Award to David Brasch, IT Coordinator. We will also present the Employee of the Year. Staff nominated their peers throughout May, and our 2016 honorees read through the nominations and selected our 2017 honorees and honorable mentions.

Hiring Update

We continue to update our tracking document, which helps us monitor our recruiting process. This tracks when a position is posted, how many applicants we receive, when we make an offer and when the new employee starts. *See attached.*

S.T.A.F.F. Committee

Our S.T.A.F.F. Committee continues to meet and create opportunities for staff to engage in fellowship in a virtual setting. The Spring event was a Happy Dance Contest, where staff submitted a video of them showing off their “happy dance.” The first place prize is a wireless waterproof speaker. They are also hosting End of Year Lunches for our staff on Friday, June 30 in Fresno, Thousand Oaks, and San Diego.



Hiring Tracker

Position	Post Date	Number of Applicants		Initial Interview Count	Second Round Interview Count	Final Round Interview Count	Offer Date	Start Date
		External	Internal					
AVID Elective Instructor	3/30/2017		1	1	1	1	4/25/17	5/1/17
AVID Coordinator	3/30/2017		1	1	1	1	4/25/17	5/1/17

Cover Sheet

Review and Approval of the At-Will Employment Draft Agreement for the President & CEO

Section: IX. NEW BUSINESS
Item: A. Review and Approval of the At-Will Employment Draft Agreement for the President & CEO
Purpose: Vote
Key Result: CEO Support & Evaluation
Submitted by: J.J. Lewis
Related Material: At-Will Administrator Employment Draft Agreement.docx

BACKGROUND:

The At-Will Employment Draft Agreement for President & CEO was drafted by legal, with direction by the Chair of the Personnel Committee to the President & CEO, to ensure compliance with new and existing Ed Code and IRS regulations, and labor laws. We are asking for a vote by the Personnel Committee to recommend adoption of the At-Will Employment Agreement for President & CEO by the full Board of Directors at the June Annual Meeting.

RECOMMENDATION:

A motion to recommend approval of the At-Will Employment Draft Agreement for President & CEO.

AT-WILL EMPLOYMENT AGREEMENT
Between
COMPASS CHARTER SCHOOLS AND J.J. LEWIS

This Employment Agreement (“Agreement”) is entered into by and between the above-named employee (“Employee”) and the Governing Board (“Board”) of Compass Charter Schools (“Compass”). The Board desires to hire employees who will assist the Board in achieving the goals and meeting the requirements of Compass’ charters. The parties recognized that the provisions of the California Education Code do not govern Compass, except as expressly set forth in the Charter Schools Act of 1992 and its successors.

R E C I T A L S

WHEREAS, Compass is a charter school, organized and operating pursuant to the provisions of the Charter document (“Charter”) and applicable law; and

WHEREAS, Compass is authorized pursuant to the terms of the Charter to appoint and hire Employee to assist the Board and to carry out the duties and functions as outlined in the job description attached and incorporated to this Agreement; and

WHEREAS, Compass desires to retain the services of the Employee of Compass by way of this Agreement and the Employee is qualified to perform such duties; and

WHEREAS, the Employee and Compass desire to formalize the employment relationship by way of this Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual terms and conditions contained herein, the parties hereto do agree as follows:

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Duties**

Employee shall work in the position of President & Chief Executive Officer. Employee will perform such duties as Compass may reasonably assign and Employee will abide by all Compass’ policies and procedures as adopted and amended from time to time. Employee further agrees to abide by Compass’ charters.

2. **Work Schedule**

The daily work schedule for this full-time position shall generally be Monday through Friday, 8:00 a.m. to 5:00 p.m. While the Employee shall generally be available at/to Compass during this time period, the duties of this position may require work on weekends and before and after the regular hours of the work day.

Workdays for the Employee shall be consistent with the applicable calendar of workdays for this position.

The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with Compass.

3. **Compensation**

The annual compensation for this position shall be \$XXX,XXX, subject to all regular withholdings, which shall be paid in 24 bi-monthly installments of \$X,XXX. Employee's compensation may be prorated depending on whether he/she remains employed, or in active work status, for the entire year. As an exempt employee, Employee shall not be eligible to earn overtime.

4. **Benefits:**

- a. **Health/Retirement Benefits.** At the expense of Compass, the Employee shall be afforded such health and other benefits of employment as shall be granted to Compass's management employees, including entitlement to participation in the Compass 403(b) plan.
- b. **Vacation Leave.** The Employee shall be entitled to vacation to be accrued at the rate of 0.41666 days per pay period (10 days annually). Vacation leave may accrue up to a cap of fifteen (15) days.
- c. **Sick Leave.** The Employee shall be entitled to five (5) sick days annually. Sick leave may accrue up to a cap of fifteen (15) days and are not paid out.
- d. **Car Allowance.** The Employee shall be entitled to a monthly car allowance of \$500, which shall be paid in 24 bi-monthly installments of \$250.

5. **Performance Evaluation**

The Board shall evaluate the performance of Employee at least once annually. This evaluation shall be based on the job description and performance objectives as defined in this Agreement. If applicable, the evaluation shall include recommendations as to areas of improvement in all instances where the Board deems such to be necessary or appropriate. A copy of the written evaluation shall be delivered to Employee and he shall have the right to make an oral or written response to the evaluation. Within thirty (30) days of the delivery of the written evaluation to Employee, the Board shall meet with Employee to discuss the evaluation. Failure to evaluate the Employee shall in no way impair the ability of the Board to release the Employee on an at-will basis as outlined below.

6. **Employee Rights**

Employment rights and benefits for employment at Compass shall only be as specified in this Employment Agreement, Compass' charter, the Charter Schools Act and Compass' Employee Handbook, which from time to time may be amended and modified by Compass. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, Employee shall not acquire or accrue tenure, or any employment rights with Compass.

7. **Licensure**

Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

8. **Professional Education, Organizations and Meetings**

Compass shall pay Employee's annual membership dues to the Association of California School Administrators. Compass may pay membership fees for Employee in various other professional organizations and committees subject to prior Board approval. Employee shall endeavor to maintain and improve his professional competence by all available means, including subscription to and reading of appropriate periodicals and membership in appropriate professional associations. In order to stay current and knowledgeable, and provide the Board with timely guidance and advice, the Employee is encouraged to attend workshops and conferences. Compass shall also pay, through reimbursement up to \$10,000 per year, for enrollment in a Doctorate Degree program focused on educational leadership.

9. **Child Abuse and Neglect Reporting**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing this Agreement, the Employee acknowledges he is a child care custodian and is certifying that he has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. **Fingerprinting/TB Clearance**

Fingerprint clearance for Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. Employee will be required to assume the cost of all fees related to the fingerprinting process. Employee will be required to submit evidence from a licensed physician and/or licensed entity that he/she was found to be free from active tuberculosis. Both clearances must be in place prior to the first day of service.

11. **Conflicts of Interest**

Employee understands that, while employed at the School, he or she will have access to confidential and proprietary information. Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with Compass.

12. **Outside Professional Activities**

Upon obtaining prior written approval of the Board, the Employee may undertake for

consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. Compass shall in no way be responsible for any expenses attendant to the performance of such outside activities.

13. **Expense Reimbursement**

Compass shall reimburse Employee for all documented actual and necessary expenses personally incurred within the scope of employment in accordance with applicable Compass policy and authorization.

14. **Required Contract Provisions**

The following provisions are required to be included in this Agreement by the California Government Code:

a. **Limitations on Cash Settlement**

In no case upon termination of this Agreement shall the maximum cash settlement exceed an amount equal to the monthly salary of Employee multiplied by twelve (12).

b. **Required Reimbursements**

Employee shall be required to reimburse Compass for any salary or fees he receives from Compass in relation to his placement on paid administrative leave pending criminal charges if he is convicted of a crime involving the abuse of his office/position. Regardless of the term of this Agreement, if the Agreement is terminated, Employee must reimburse Compass for any cash settlement he receives in relation to his termination if he is convicted of a crime involving the abuse of his office/position.

C. **EMPLOYMENT AT-WILL**

Compass may terminate this Agreement and Employee's employment at any time with or without cause, with or without advance notice, at Compass' sole and unreviewable discretion. Either party may immediately terminate this Agreement and Compass' employment upon written notice to the other party.

Employee also may be demoted or disciplined and the terms of his or her employment may be altered at any time, with or without cause, at the discretion of Compass. No one other than the Board of Compass has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of Compass and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. GENERAL PROVISIONS

1. **Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with Compass on the terms specified herein.
2. All information I have provided to Compass related to my employment is true and accurate.
3. This is the entire agreement between Compass and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: _____ Date: _____

Compass Approval:

Date: _____
Peter McDonald, Board Chair