



## Compass Charter Schools

### Board Retreat

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#### Date and Time

Saturday August 10, 2019 at 6:00 PM PDT

#### Location

67967 Vista Chino Cathedral City, CA 92234

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DoubleTree by Hilton Golf Resort Palm Springs: 67967 Vista Chino Cathedral City, CA 92234

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>6:00 PM</b>
Opening Items			
<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>6:02 PM</b>
CEO Support And Eval			
<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 August 10-11, 2019 Meeting Agenda
- Approval of the June 24, 2019 Meeting Minutes
- Approval of the 2019-20 Scholar Handbooks
- Approval of the Check Registry for June & July 2019
- Approval of MOU between Winters Joint USD & Compass Charter Schools

<b>B.</b> Approval of the June 24, 2019 Regular Meeting Minutes	Approve Minutes	Miguel Aguilar
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**III. Recess 6:07 PM**

<b>A.</b> Recess for the Evening	Vote	J.J. Lewis	1 m
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**IV. Reconvene 6:08 PM**

<b>A.</b> Call the Meeting to Order	Vote	John Vargas	1 m
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**V. Communications 6:09 PM**

<b>A.</b> Board Member Communication	FYI	John Vargas	10 m
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- Matthew Brown
- Bill Dennett
- Lisa Robotham
- Martin Suarez
- John Vargas

**VI. Reports 6:19 PM**

<b>A.</b> Superintendent's Report	FYI	J.J. Lewis	5 m
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- 5-Year Anniversary Presentations

	Purpose	Presenter	Time
<b>VII. Public Comment</b>			<b>6:24 PM</b>
External Relations			
<b>A. Public Comment</b>	FYI	John Vargas	5 m
<p>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 <b>three (3) minutes each</b> 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.</p> <p>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.</p>			
<b>VIII. Organization of the Board of Directors</b>			<b>6:29 PM</b>
<b>A. Election of the Chairperson</b>	Vote	J.J. Lewis	1 m
<b>B. Election of the Secretary</b>	Vote	J.J. Lewis	1 m
<b>C. Election of the Treasurer</b>	Vote	J.J. Lewis	1 m
<b>IX. Unfinished Business</b>			
<b>X. New Business</b>			<b>6:32 PM</b>
<b>A. Election of New Board Members</b>	Vote	J.J. Lewis	5 m

	Purpose	Presenter	Time
<b>B.</b> Adoption of the Revised 2019-20 Local Control Accountability Plans (LCAP)	Vote	J.J. Lewis	10 m
<ul style="list-style-type: none"> <li>• Compass Charter Schools of Los Angeles</li> <li>• Compass Charter Schools of San Diego</li> <li>• Compass Charter Schools of Yolo</li> </ul>			
<b>C.</b> Review and Approval of the 2019-20 Nonpublic, Nonsectarian School/Agency Services Master Contracts	Vote	J.J. Lewis	5 m
<ul style="list-style-type: none"> <li>• AmplioSpeech</li> <li>• Anchor Counseling Solutions</li> <li>• Global Teletherapy</li> <li>• Oxford Consulting Services</li> <li>• Presence Learning</li> </ul>			
<b>D.</b> Review and Approval of the Board Policy Manual	Vote	J.J. Lewis	5 m
<b>E.</b> Review and Approval of the Contracts for the Online Elementary School Program	Vote	J.J. Lewis	5 m
<ul style="list-style-type: none"> <li>• Accelerate Education</li> <li>• K12, Inc.</li> </ul>			
<b>F.</b> Strategic Planning	Discuss	J.J. Lewis	60 m
<b>XI. Closing Items</b>			<b>8:02 PM</b>
<b>A.</b> Upcoming Meetings Board of Directors	FYI	J.J. Lewis	1 m
Monday, September 23 at 5 pm (if Closed Session is needed); 6 pm for Open Session			
<ul style="list-style-type: none"> <li>• Approve 2018-19 Unaudited Actual Reports</li> <li>• Approve Resolution on EPA Funds</li> <li>• Approve Resolution on Special Education Re-Allocation of Funds</li> </ul>			
<b>B.</b> Adjourn Meeting	FYI	John Vargas	1 m



# Coversheet

## Consent Items

**Section:** II. Consent Items  
**Item:** A. Consent Items  
**Purpose:** Vote  
**Submitted by:** J.J. Lewis  
**Related Material:** D MOU between WJUSD and Compass Charter Schools - 2019-20.pdf  
B TK-12 Options Scholar Handbook 2019-20.pdf  
C Compass - CR - July 19.pdf  
A K-12 Online Scholar Handbook 2019-20.pdf

**RECOMMENDATION:**

A motion to approve the consent items.

**Financial and Operations  
Memorandum of Understanding  
Between  
The Winters Joint Unified School District and  
Compass Charter Schools**

**THIS AGREEMENT** (herein after "Agreement") is made and entered as of the \_\_\_ day of \_\_\_\_\_ 2019, by and between Compass Charter Schools (hereinafter "Charter") and the Board of Education of the Winters Joint Unified School District, a school district organized and existing under the laws of the State of California (hereinafter the "District"). The District and the Charter are collectively referred to as "the parties."

**RECITALS**

**CHARTER GRANTED TO** Compass Charter Schools

- a. Charter was granted by Winters Joint Unified School District to Compass Charter Schools pursuant to the terms of the Charter Schools Act of 1992, as amended (The "Act"), (Education Code 476000, et seq.), effective from July 1, 2019 through June 30, 2024. The Act authorizes the formation of charter schools for the purpose, among others, of developing new, innovative, and more flexible ways of educating children within the public-school system. Neither the Charter nor the District intends by entering into this Agreement to waive any of the rights, responsibilities, and privileges established by the Act.
- b. The Act, among other matters, calls for the District and Charter to define operational and oversight arrangements between the Charter and the District and to define and resolve other matters of mutual interest.
- c. To the extent that this Agreement is inconsistent with any of the terms of the Charter document, the Charter shall supersede the terms of this Agreement, and both parties shall meet to mend the Agreement to achieve consistency.

NOW THEREFORE, in consideration of the promises and mutual covenants and agreements herein set for the Charter and District agree as follows:

**Article 1: Terms and Renewal**

- 1.1 **Term.** This agreement shall begin upon execution by both parties and end on June 30, 2020.
- 1.2 **Amendments.** Amendments to the MOU may be made upon written agreement of both Parties.
- 1.3 **Renewal.** This Agreement will be reviewed annually and will either be renewed or amended as necessary.

**Article 2: Designation of School**

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- 2.1. Designation of School.** Compass Charter Schools is operated by a California Non-Profit Public Benefit Corporation pursuant to California law (Charter Schools Act 47604(a) and Part 2 commencing with Section 5110 of Division 2 of Title 1 of the Corporations Code.)
- 2.2 Average Daily Attendance.** "Average daily attendance" shall mean the attendance of Charter pupils while engaged in educational activities required of them by the Charter, as defined in Education Code Section 47612, and in Section 11960, Article 1, Subchapter 19, Title V, of the California Administrative Code of Regulations. The Charter will be responsible for submitting its daily and monthly attendance information to the District in a timely manner.

**Article 3: Organization/Governance of School**

- 3.1 Daily Operations.** The administrators of the Charter shall conduct the day-to-day operation of the Charter by the power delegated to them by the Charter's Governing Board. All powers, rights and obligations not otherwise reserved herein to the District are hereby delegated to the Charter consistent with its Charter documents, any Charter policies and procedures, this Agreement, and all applicable laws. The Charter should be allowed to carry on any activity in order to effectuate its goal of educating students that is not inconsistent with an express provision of its Charter, the District's oversight responsibilities or law.
- 3.2 Charter Employees.** All employees of the Charter will be employees of Compass Charter Schools or the nonprofit corporation that operates it, and not employees of the District. The Charter School Board shall adopt and the administrator shall implement Employment Agreements, Personnel Reviews, and other policies and procedures to further the Charter School's goals as outlined in the charter.
- 3.3 No Express or Implied Authority.** No officer or employee of the Charter has the express or implied power or authority to bind the District in any contract or agreement not otherwise authorized herein.
- 3.4.1 Obligation as to Delivery of Services.** It shall be the Charter's duty and obligation, at the Charter's expense and cost, with the assistance of the District as agreed to herein, to manage, operate, and administer the Charter. It being understood that, at all times, the Charter remains accountable and subject to the oversight of the District as provided for in the Charter Schools Act, the Charter, and in this Agreement. The Charter School's duties and obligations shall include, but shall not be limited to, providing educational and instructional programs to students who attend the Charter School; all personnel functions; maintenance and operation functions; business administration functions; professional development for all employees; acquisition of all instructional materials, equipment, and supplies.

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**Article 4: The District's Administrative Service**

**4.1 "Supervisory Oversight"**

In accordance with Education Code Section 47613, the District may charge for the actual costs of supervisory oversight not to exceed one percent (1%) of the revenue of the Charter. "Revenue" is defined in accordance with Education Code Section 47613(f).

**4.2** The Charter School and the District agree the "supervisory oversight," as used in Education Code Section 47613 and Education Code Section 47604.32, shall include the following:

1. All activities related to the Charter revocation and renewal and processes as described in Section 47607.
2. Activities relating to monitoring the performance and compliance of the Charter with respect to the terms of its Charter, related agreements, and all applicable laws.
3. Review and respond in a timely manner to the Charter's Annual Independent Fiscal and Performance Audit.
4. Identify at least one Staff member as a contact person for the Charter School
5. Visit the Charter facilities at least annually.
6. Monitor the fiscal condition of the Charter.
7. Provide timely notification to the California Department of Education if any of the following circumstances occur:
  - ~ A renewal of the charter is granted or denied.
  - ~ The charter is revoked.
  - ~ The Charter School will cease operation for any reason.
8. Good faith efforts to develop any needed additional agreements to clarify or implement the charter.
9. Regular review, analysis, and dialogue regarding the annual performance of the Charter.
10. Monitoring compliance with the terms of the Charter and related agreements.
11. Good faith efforts to implement the dispute resolution and related processes described in Section 14 of the Charter School's Charter.

**4.3 Additional Administrative or other Goods or Services**

- a. Additional Administrative Services: In addition to the supervisory oversight responsibilities and the one percent (1%) oversight fee described in Section 4.1, the District shall also provide the Charter with the following services which shall be compensated by the Charter as more fully set forth below:

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- ~ Learning Community Partnership: The District and the Charter will develop a non-geographic Professional Community of Shared Inquiry and Practice in cooperation with District schools and other charter schools authorized by the District.
- ~ The District shall provide facilitation for a Learning Community Partnership including providing meeting space, communication support, clerical support, and outreach support as requested or accepted by the Charter.
- ~ Access to District instructional materials and other resources as requested or accepted by the Charter.
- ~ Access to District facilities as requested or accepted by the Charter.
- ~ In-service training opportunities for Charter staff in the same manner as provided to District staff, unless deemed inapplicable to the Charter as requested or accepted by the Charter.

The additional services provided by the District to the Charter School are available by request of the Charter School and will be provided at the monetary rate charged to other entities.

b. The Charter School shall also provide the District with the following services:

- ~ Middle and high school students residing in the Winters Joint Unified School District may concurrently enroll at Compass Charter Schools of Yolo.
- ~ With prior arrangement, Charter will make available to students enrolled at District activities, events, and master classes.
- ~ Charter shall provide access and enrollment to District students who wish to participate in summer academic classes.
- ~ In-service training opportunities for District staff in the same manner as provided to Charter staff, unless deemed inapplicable to the District as requested or accepted by the District.

**Article 5: Financial Arrangements**

**5.1 Anticipated Funding**

- a. As established by Education Code Section 47630 et. seq., the Charter shall receive funding model as follows:
  - ~ A general-purpose entitlement (LCFF & EPA) pursuant to Education Code Section 47633, which includes in-lieu property taxes and state aid.
  - ~ The Charter is also entitled to lottery funds, pursuant to Education Code 47638.
  - ~ Any additional funds negotiated by the Charter in accordance with Education Code Section 47636.

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- b. In addition to the funding specified above, the parties recognize the authority of the Charter to pursue additional sources of funding.
- ~ The District has no obligation to apply for additional sources of funding for the Charter. If the District applies and receives, additional sources of funding in the form of grants and/or categorical funding at the request and for the benefit of the Charter, the District shall receive 1% of such funds or as required by the specific funding source.
  - ~ The Charter shall cooperate fully with the District in application made by the District on behalf of the students of the School. Likewise, the District shall cooperate fully with the Charter in grant and funding applications made by the School on its own behalf.
  - ~ The Charter agrees to comply with all regulations related to expenditures and receipt of such funds.
  - ~ The Charter may raise private funds to benefit its operations. The District shall not be entitled to any portion of privately raised funds.

The Charter School shall be direct funded in accordance with Cal. Ed. Code 47630 et seq. Charter School is eligible for a general-purpose entitlement and supplemental funding allocated through the Local Control Funding Formula (LCFF). It shall be the responsibility of the Charter School to apply for funding beyond the basic statutory entitlements of the base grant due to the Charter School under LCFF.

**5.2 Financial Statement and Records**

The District acknowledges its duty to ensure the Charter receives all funds to which it is legally entitled. The District agrees to provide to the Charter monthly statements of all revenue allocable to the Charter received by the District. The District will also provide the school with an expense report.

The Charter School shall annually prepare and submit the following reports to the District and the County Superintendent of Schools:

- ~ On or before June 28, a preliminary adopted budget
- ~ On or before December 13, an interim financial report reflecting changes through October 31
- ~ On or before March 13, a second interim financial report reflecting changes through January 31
- ~ On or before September 13, a final unaudited report for the full prior year

The District agrees to submit the reports to the County Superintendent of Schools by the mandatory deadline.

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**Article 6: Legal Compliance**

**6.1 General Compliance**

The Charter will comply with all applicable state and federal laws and agrees to perform any and all necessary actions as requested by the District to provide for complete legal compliance.

**6.2 Records**

Except to the extent expressly waived by the District or state authorities, the Charter shall comply with all Compass Charter School Board adopted policies and regulations and applicable federal and state laws concerning the maintenance and disclosure of student records, including, without limitation, the Education Code Section 49060 et seq., and The Family Education Rights and Privacy Act at all times.

**6.3 Welfare and Safety**

The Charter shall comply with all Charter approved health and safety policies and regulations adopted pursuant to applicable federal and state laws, concerning welfare, safety, and health of students, employees, visitors, volunteers, and others. The Charter shall also comply with San Diego County policies and laws addressing the reporting of child abuse, accident prevention, disaster response, and emergency response and any state regulations governing the operation of charter school facilities. Unless otherwise noted herein or specifically adopted as such, District policies and procedures are not applicable to the Charter.

**6.4 State Waivers**

The District shall, with the Charter's assistance, apply for and support the waiver of any federal and state laws and regulations that interfere with the Charter's educational program.

**6.5 Education Employment Relations Act**

For purposes of this collective bargaining act, the Charter's employees will be employees of the Charter and not the District.

**6.6 Media/Public Relations**

All questions posed to the Charter regarding provisions of this Agreement and/or the Charter's relationship with the District shall be discussed with the District prior to any statements and vice versa. This practice is to maintain consistency in relating information to third parties including the news/media.

**6.7 Indemnification**

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The Charter shall be fiscally responsible for the Charter School's operations and shall manage operations efficiently and economically. The Charter has procured California non-profit public benefit corporation status. The District shall not be liable for the debts or obligations of the Charter. The Charter shall not have authority to enter into a contract that would bind the District, nor to extend the credit of the District to any third person or party.

The Charter shall clearly indicate to vendors and other entities and individuals outside the District with which or with whom they may enter into agreements or contracts for goods or services that the obligations of the Charter under such agreement or contract are solely the responsibility of the Charter and are not the responsibility of the District.

The Charter shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the District, its officers, directors, and employees, attorneys, agents, representatives, volunteers, successors, and assigns (collectively hereinafter "District and District Personnel") from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against District and/or District Personnel that may be asserted or claimed by any person, firm or entity arising out of, or in connection with the granting of the Charter or the performance under the Charter or any acts or error or omissions by the Charter, its board of directors, administrators, employees, agents, representatives, volunteers, successors, and assigns.

**6.8 Confidentiality**

Contact lists, student and parent information and other information available to the parties may be confidential information, which shall not be released to the public, except as required by the California Public Records Act and/or the Family Education Rights and Privacy Act. The parties will make every attempt to label, and appropriately file, confidential information.

**Article 7: Education Program and Curriculum**

**7.1 State Curriculum Requirement**

The Charter curriculum shall be designed to meet all applicable statewide standards, and the Charter shall conduct the pupil assessments required pursuant to Education Code Section 60605.

**7.2 Oversight Responsibilities**

The Charter agrees to take any and all necessary actions to assist the District in effectuating its oversight responsibilities in the Charter Schools Act, the Charter, and this Agreement.

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**Article 8: Facilities**

**8.1 Facilities**

The District may provide surplus facilities for use by the Charter at no cost to the Charter. The Charter may opt not to accept the District's offer of facilities. The School may wish to lease or purchase other facilities.

**8.2 Requirements**

All facilities on non-District property shall meet all applicable state and local requirements including fire and safety code requirements, will conform to all applicable provisions of the Americans with Disabilities Act and any other applicable federal requirements, but are exempt from the Field Act Standards. Buildings that are placed on District property will meet Division of the State Architect` (DSA) building standards under the Field Act.

**Article 9: Miscellaneous Provisions**

**9.1 Amendments**

Unless otherwise stated herein, this Agreement may be altered, amended, changed, or modified only by written agreement executed by a duly authorized representative of the Charter and the District with a specific reference to this Agreement and the section to which it alters, amends or modifies. Any amendment(s) to this Agreement shall be consistent with the Charter. Any material revisions to the Charter shall be approved and ratified by the District governing board in accordance with the Charter Schools Act.

**9.2 Third Party Beneficiary Rights**

This agreement is not intended to create any rights of a third-party beneficiary.

**9.3 Construction and Enforcement**

This Agreement shall be construed and enforced in accordance with the laws of the State of California.

**9.4 Invalidity of Provision of this Agreement**

If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

**9.5 Administrative Services or Goods from Third Party Vendors**

The District recognizes the Charter's ability to contract with third party professionals and vendors as the Charter determines prudent.

**9.6 Nondiscrimination**

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The Charter shall comply with federal and state laws, rules, and regulations pertaining to nondiscrimination in hiring and employment and the admission of and treatment of

students. The Charter shall at all times comply with, among other things, the Americans with Disabilities Act, Title VI, and Title VII. Title IX and Section 504.

**This represents the full and final agreement of the parties. This agreement may only be modified by written agreement of the parties.**

Dated: 7-18-19



\_\_\_\_\_  
Todd Cutler, Superintendent  
Winters Joint Unified School District

Dated: \_\_\_\_\_

\_\_\_\_\_  
J.J. Lewis, Superintendent  
Compass Charter Schools

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## TK-12 Options

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# Scholar Handbook

## 2019-20

CCS of Los Angeles \* CCS of San Diego \* CCS of Yolo

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805-590-7077 - fax

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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 (“CCS,” “Compass,” “School,” or the “Charter School”) your school of choice. I am proud to be the Superintendent & CEO of CCS, and I am looking forward to working with our staff to provide a quality non-classroom-based independent study program to every scholar we serve. Everyone here at CCS is committed to creating a nurturing environment as we work with you to meet the learning needs of your scholar(s).

### CCS Vocabulary

Like any school, Compass Charter Schools has its own unique culture. To help you understand part of the culture of CCS it is important you understand our use of the following key terms:

**Learning Coach** - Parents and guardians are known as the “Learning Coach” for their children, and they are an integral part of their children’s success at CCS. Since we are an independent study school, much of the learning is facilitated by the learning coach.

**Scholar** - At CCS, we choose to refer to each student as a “scholar.” 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.

**Educational Facilitator (“EF”)** - For our Options (Homeschool) program, we assign a credentialed Educational Facilitator to support and guide each scholar on their educational journey.

**Allocated Funds (“AF”) or Instructional Funds (“IF”)** - The funds allocated to each scholar to be used for educational materials and services that have been approved by the School.

**Family Order Agreement (“FOA”)** - 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.

**High School “Foundation Path” Acknowledgement** - For our scholars that are not choosing the A-G path, this acknowledges that the Learning Coach (parent) and scholar understand that the path does not meet minimum requirement for entry into University of California (“UC”) / California State University (“CSU”) schools. It is a requirement that this form be signed before enrolling any high school scholar in our Foundations Path.

**Learning Period (“LP”)** - The span of time between which an EF and scholar connect to review the learning for that time period. The span of time between which work assignments begin and when they are given to the EF for evaluation.

**Materials Vendor** - A business that sell books, curriculum, and other such items.

**Service Vendor** - Business that markets lessons, services, or classes to the scholars at our School.

**Order Request** - Request made by a parent that lists items or services that they would use the allocated funds for. The EF reviews and approves the list and then places the order into the online order system for the vendor department to order.



**Tradogram** - The online accounting-procurement system used by our EFs, vendor team, and accounting department to facilitate orders and to manage the instructional funds, orders, invoices, purchase orders, and inventory.

**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 CCS is called StrongMind SIS.

**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.

**Charter** – a written document, much like a contract, that outlines the rights and obligations of a non-profit organization, company or school. In the case of charter schools, it is often a school district who 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 promises made in the charter must be met as part of that contract.

We have a great options learning team, led by Mrs. Kristy Smith, our Director of Options Learning, who directs the program with support from Dr. Aviva Ebner, our Assistant Superintendent & Chief Academic Officer. I encourage you to visit our website, under *Meet Our Team*, to learn more about our terrific EFs, along with great support staff who are here to help guide your educational experience at Compass Charter Schools!

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

Forever Loud & Proud,

J.J. Lewis, M.Ed.  
Superintendent & CEO  
@lewis1jj

### 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 a collaborative virtual learning community, inspiring scholars to appreciate the ways in which arts and sciences nurture a curiosity for lifelong learning, and prepare scholars to take responsibility for their future success.

### Core Values

Achievement

Communication

Integrity

Respect

Teamwork

### Pledge of Excellence

CCS 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 (Code) is a pledge to employees, families and the public that member charter schools will conduct business in an honest, legal and ethical manner.

All members adhere to the provisions of the pledge. Commitment to ethical professional conduct is the goal of these schools. The Code is intended to serve as a basis for ethical decision in the running of 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, and 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 reviews 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

CCS is one of California's leading public charter schools serving scholars throughout the state in transitional kindergarten (TK), kindergarten, and grades one (1) through twelve (12). We are an independent study program. We recognize that, in education, one size does not fit all and have two great programs to serve scholars, the options program and the online program. This Scholar Handbook is specific to the options program.. CCS 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, including titles, descriptions, and instructional aims of every course offered by CCS, is available for review upon request. Please note that, pursuant to law, the Charter School may charge for the prospectus in an amount not to exceed the cost of duplication.

CCS strives to uphold parental choices in the education of their children. CCS' Options Program is a home study program for grades TK-12 which allows the parent (also known as the learning coach) to be fully involved in all aspects of their child's daily education. Parents should be fully committed to:

- Select and implement appropriate curriculum from a list of approved vendors
- Create a compelling learning environment every school day
- Provide challenging lessons and experiences for learning
- Strive to be the best primary instructor for their scholars

- Assess their scholar's progress on a regular basis

It is our goal to equip learning coaches in this endeavor. We are committed to:

- Provide the assistance of a credentialed EF
- Maintain a variety of approved vendors for use of allocated instructional funds
- Give access to a subscription package of online supplemental learning programs
- Plan field trips and other enrichment activities to foster community among our families

CCS is an academic program, and we are proud of the rich, rigorous, standards-based program we provide. Because we are a virtual school, many of our procedures take advantage of digital tools. For example, parent workshops, clubs, and communication are conducted virtually. Scholar portfolios are maintained in an application that can be accessed on a phone, tablet, or computer. 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 enrichment events, workshops, and field trips.

Scholars and learning coaches work with their assigned, credentialed EF to develop a custom educational plan for their scholars. Families communicate with their assigned EF on a regular basis to discuss work and progress and to submit samples and logs. In addition, instructional funds are allocated to each scholar to use towards approved, non-sectarian educational materials, curriculum, and services.

## Enrollment Requirements

### General Requirements

- A scholar must be five (5) years of age on or before September 1st in order to be admitted to kindergarten at any time during that school year. For those young scholars who will turn five between September 2 and December 2, they can enroll in Transitional Kindergarten. 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 his/her 19th birthday, he/she may not enroll with CCS.
- A scholar must have completed the CCS enrollment process/packet, submit the applicable compliance documents, and signed a Master Agreement prior to starting courses.
- In accordance with Education Code Section 51747.3, a scholar must reside within the county in which CCS is authorized, or a contiguous county to the county in which CCS is authorized. Scholars must provide a proof of residency.
- A scholar may only be enrolled in CCS 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 have a minimum number of immunizations (shots) before they can attend school. Immunization records will be required for all incoming students. 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 students, the Charter School follows and abides by the health standards set forth by the state of California. Students will not attend school until all required records have been received. The

immunization status of all students will be reviewed periodically. Those students who do not meet the State guidelines may be excluded from school until the requirements are met. Students who have been exposed to a communicable disease for which they have not been immunized may be excluded from school at the discretion of the Charter School.

These required immunizations include:

Child's Grade	List of shots required to attend school
<p><b>Entering Kindergarten</b></p>	<p>Diphtheria, Pertussis, and Tetanus (DTaP) - Five (5) doses Polio - Four (4) doses                      Measles, Mumps, and Rubella (MMR) - Two (2) doses Hepatitis B (Hep B) - Three (3) doses                      Varicella (chickenpox) – Two (2) doses</p> <p><b>NOTE:</b> Four doses of DTaP are allowed if one was given on or after the fourth birthday. Three doses of Polio are allowed if one was given on or after fourth birthday. MMR doses must be given on or after first birthday.</p>
<p><b>Entering 7<sup>th</sup> Grade</b></p>	<p>Tetanus, reduced Diphtheria, and acellular Pertussis (Tdap) - One (1) dose                      Varicella - Two (2) doses</p> <p><b>NOTE:</b> In order to begin 7th grade, students 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 for children 7-17 years old (i.e., polio, MMR, chickenpox and primary series for diphtheria, tetanus, and pertussis), <b>in addition to</b> the 7th grade requirements for Tdap and two (2) doses of Varicella.</p>

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

1. Students who show proof of a medical exemption by a physician licensed to practice medicine in California pursuant to Health and Safety Code Section 120370; 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 the school or institution until the local health officer is satisfied that the child is no longer at risk of developing or transmitting the disease.
2. Students who are enrolled in a home-based private school or independent study program and do not receive any classroom-based instruction.

3. Students who, prior to January 1, 2016, submitted a letter or affidavit on file at a private or public elementary or secondary school in California stating beliefs opposed to immunization, and who provides said letter or affidavit to the CCS, shall be allowed to enroll at the CCS without being fully immunized until the student enrolls in the next grade span pursuant to Health and Safety Code Section 120335(g);
  - a. "Grade span" means each of the following:
    - i. Birth to Preschool.
    - ii. Kindergarten and grades 1 to 6, inclusive, including transitional kindergarten.
    - iii. Grades 7 to 12, inclusive.

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 ("CDC") and Prevention to have increased risk of TB exposure (such as Mexico, the Philippines, India or Southeast Asia) MUST call the County Tuberculosis Clinic for a TB Screening upon return.

### Oral Health Exam Requirements

California law states your scholar must have a dental check-up by May 31 of his/her kindergarten year or, if the scholar was not previously enrolled in kindergarten in a public school, his/her first-grade year. A California licensed dental professional operating within his/her 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 he/she 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.

### Diabetes

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

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

Please contact the office if you need a copy of this information sheet or if you have any questions about this information sheet.

## Physical Examinations and Right to Refuse

All pupils are to have completed 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 pupils enrolled in kindergarten. If your child's medical status changes, please provide the 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 the Charter School may file annually with the Superintendent & CEO of the school in which the child is enrolled a written and signed statement stating that he or she 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 until the school authorities are satisfied that any contagious or infectious disease does not exist.

## California Healthy Kids Survey

The Charter School will administer the California Healthy Kids Survey ("CHKS") to students in grades 5, 7, 9, and 11, whose parents or guardians provide written permission. The CHKS is an anonymous, confidential survey of school climate and safety, student wellness, and youth resiliency that enables the Charter School to collect and analyze data regarding local youth health risks and behaviors, school connectedness, school climate, protective factors, and school violence.

**Commented [1]:** +maguilar@compasscharters.org  
Copy the Online Scholar Handbook version over ...  
\_Assigned to Miguel Aguilar\_

## Availability of Health Insurance

Children—regardless of immigration status (foster youth, pregnant women, and legally present individuals, including those with deferred action for childhood arrivals ["DACA"] status) may be eligible for no- or low-cost Medi-Cal insurance. Medi-Cal covers immunizations, checkups, specialists, vision and dental services, and more for children and youth at no- or low-cost. Medi-Cal enrollment is available year-round.

Covered California is where legal residents of California can compare quality health plans and choose the one that works best for them. Based on income and family size, many Californians may qualify for financial assistance. Enroll during Open Enrollment or any time you experience a life-changing event, like losing your job or having a baby. You have sixty (60) days from the event to complete enrollment. Information regarding the availability of insurance is provided with enrollment forms and available at: [http://hbex.coveredca.com/toolkit/PDFs/ALL\\_IN\\_Flyer\\_EnrollGetCareRenew\\_CC.pdf](http://hbex.coveredca.com/toolkit/PDFs/ALL_IN_Flyer_EnrollGetCareRenew_CC.pdf)

The Charter School shall not discriminate against a pupil who does not have health care coverage or use any information relating to a pupil's health care coverage or interest in learning about health care coverage in any manner that would bring harm to the pupil or the pupil's family.

## Mental Health Services

The Charter School recognizes that when unidentified and unaddressed, mental health challenges can lead to poor academic performance, increased likelihood of suspension and expulsion, chronic absenteeism, student attrition, homelessness, incarceration, and violence. Access to mental health services at the Charter School and in our community is not only critical to improving the physical and emotional safety of students, but it also helps address barriers to learning and provides support so that all students can learn problem-solving skills and achieve in school and, ultimately, in life. The following resources available to your child:

### Available on Campus:

- School-based counseling services – your scholar is encouraged to directly contact a Charter School counselor by making an appointment to speak with a counselor. The Counseling Services Department can be reached at (855-937-4227. Our Charter School counselors support scholars by providing individual sessions, group or parent consultations whenever a scholar is having a difficult time due to academic stress, transition to changes in their environment, or social concerns, including isolation. Counseling services, whether provided by our Charter School or by an outside provider listed in this letter, are voluntary.
- Special education services – if you believe your child may have a disability, you are encouraged to directly contact the Special Education Department at (855) 937-4227 to request an evaluation.

### Available in the Community:

- Community resources are listed on the school website under counseling resources.

### Available Nationally:

- National Suicide Prevention Hotline - This organization provides confidential support for adults and youth in distress, including prevention and crisis resources. Available 24 hours at (800) 273-8255.
- 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 <https://www.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 <https://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 students may be vulnerable. Charter School believes it is a priority to inform our students about (1) 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 medial and mobile device applications are used for human trafficking.

In accordance with the California Healthy Youth Act, Charter School 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 instruction on prevention of human trafficking. An opt-out form is available [INSERT WHERE THIS FORM CAN BE LOCATED – WEBSITE, REQUEST, FRONT



OFFICE] for your convenience. 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 Charter School's website for your review.

### 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. Charter School provides instructional programs designed to discourage students from using tobacco products. The 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 all Charter School to provide a healthy environment for students and staff.

In the best interest of students, 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, students, 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 Charter School.

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 students, 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, Charter School 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 main office and on the School's website within the Policy Manual.

### Surveys About Personal Beliefs

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

### School Safety Plan

The Charter School has established a Comprehensive School Safety Plan. The Plan is available upon request at the main office and on the school website within the CCS Policy Manual.

### Free and Reduced-Price Meals

Pursuant to California Law, the Charter School will provide each student who meets federal eligibility criteria for free and reduced-price meals with at least one free or reduced-price, nutritionally adequate meal per each school day on which the eligible student is scheduled for two or more hours of educational activities at a school site, resource center, meeting space or other satellite facility operated

by the Charter School. Applications for free or reduced-price meals are included in the first day packets to all families and can also be obtained on the Charter School website and in the main office. All families are encouraged to complete the application form in order to include as many eligible students as possible. Completed application forms can be returned to the main office.

### Pregnant and Parenting Scholars

The Charter School recognizes that pregnant and parenting pupils 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 pupil's physician, which the pupil may take before the birth of the pupil'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 pupil who gives or expects to give birth and the infant, and to allow the pregnant or parenting pupil to care for and bond with the infant. The Charter School will ensure that absences from the pupil's regular school program are excused until the pupil 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 pupil will be able to make up work missed during their leave, including, but not limited to, makeup work plans and reenrollment in courses. Notwithstanding any other law, a pregnant or parenting pupil may remain enrolled for a fifth year of instruction in the Charter School if it is necessary in order for the pupil to be able to complete any graduation requirements, unless the Charter School determines that the pupil is reasonably able to complete the graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school.

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

J.J. Lewis, Superintendent & CEO  
850 Hampshire Road, Suite P  
Thousand Oaks, California 91361  
(818) 824-6233  
jlewis@compasscharters.org

A copy of the UCP is available upon request at the main office and on the school website within the CCS 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, each scholar, learning coach, and supervising teacher shall sign a Master Agreement (MA) prior to the first day of class each school year. This is a legal document and must be signed, dated, and returned to CCS. 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 (3) days of starting courses will result in a mandatory meeting with the Superintendent & CEO or designee to determine whether independent study is an appropriate placement for the scholar and to discuss any concerns of the

learning coach. The signed MA is the agreement that the scholar and learning coach sign to demonstrate their intention to continue enrollment in CCS. All scholars enrolled in CCS must sign a new Master Agreement each school year.

An addendum or updated MA must be submitted if changes are made in courses, supervising teacher, or grade level during the school year.

#### **Teacher Qualification Information**

All parents or guardians may request information regarding the professional qualifications of classroom teachers and/or paraprofessionals.

### Internet Service

Participation in CCS requires an Internet connection. Learning Coaches who wish to request Internet service will need to fill out the appropriate forms and email to our IT Department at [computers@compasscharters.org](mailto:computers@compasscharters.org). Alternatively, a Learning Coach may opt to independently purchase an internet connection. An internet connection is required because the nature of the CCS program's communication methods requires that scholars and learning coaches have Internet so they can access resources, as well as to log attendance and submit assignments.

### Internet Safety Policy

It is the policy of CCS 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 has computers available for loan is available on the school website or at the Central Office within the CCS Policy Manual.

### 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, but not below or above grade level, unless the previous school has officially approved a retention or promotion.
- If the grade level placement the learning coach desires differs from that indicated in the prospective assignment, the situation must be discussed with the Director of Options Learning prior to making the change on the Master Agreement. They will make a recommendation for the Superintendent & CEO or designee who shall make the final decision.

#### 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 Director of Options Learning 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 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 Learning Coach or EF feels that a TK-8th grade scholar should be retained a grade level, the situation must be discussed with the Learning Coach, Director of Options Learning, and Director of Counseling Services (if in grades 6-8) prior to making the change on the Master Agreement. They will make a recommendation for the Superintendent & CEO or \ designee who shall make the final decision.
- If a Learning Coach requests that a TK-8th grade scholar be promoted a grade level, the situation must be discussed with the Learning Coach, EF, the Director of Options Learning, and the Director of Counseling Services (grades 6-8) prior to making the change on the Master Agreement. These promotions will only be considered just before the start of the fall semester and only for scholars in grades 4 and above. The aforementioned will make a recommendation for the Superintendent & CEO or designee who shall make the final decision.
- Scholars may be required to take a placement exam and/or end of unit subject tests to determine appropriate placement based on learning coach requests for skipping or repeating a grade.

### Appeal Process

Every family has the right to appeal a retention decision. If an appeal is made, the burden shall be on the appealing party (the family) to show why the decision of the School should be overruled. The appeal must be submitted in writing within seven (7) calendar days of the date the retention recommendation was issued. The appeal must be submitted to the Director of Online Learning. The appeal must clearly state the grounds for the appeal. Within (14) calendar days, the Director of Options Learning or designee will review the documentation provided with the appeal statement. The response to this appeal will be rendered to the family no more than seven (7) calendar days from the review date. The family may request to meet with the individual(s) reviewing their appeal, but the family must still submit their

appeal in writing within the designated time frame described above. The Director of Options Learning's decision will be final.

### Scholar Expectations

- Attend live connections with the EF.
- Upload work samples and other educational experiences to the virtual digital portfolio application.
- Work about 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 curriculum pacing guidelines and reach out to EF with questions to ensure success.
- Do your own work. Do not plagiarize.
- Be an active learner. Take notes, ask questions, and complete all assignments.
- Complete work every school day and adhere to the attendance policy, regardless of any technical difficulties with scholar-operated computers. Contact EF with any technical difficulties with completing activity logs.
- Create a daily schedule to ensure all assigned work is completed.
- If a scholar participates in outside activities, the scholar is expected to keep up with their courses and submit work samples on time.
- Return calls and emails promptly when EF reaches out.
- Notify the Records Department within five (5) business days if the scholar moves or changes their personal email or phone number.
- Be respectful in interactions with fellow scholars, learning coaches, faculty, and staff.
- Participate in internal assessments.
- Attend all state testing in person at school-designated locations.

### Learning Coach Responsibilities

- Turn in work samples on time with appropriate pages, topics, and lesson numbers.
- Make sure that all work has been corrected and that work samples with rough drafts are included.
- Communicate regularly with SEF to discuss academic progress.
- Check email and phone messages daily and respond promptly.
- Ensure the learning coach has reliable contact information on record at the SEF within 48 hours.
- Keep informed of news and information about school through communication from staff and newsletters.
- Notify EF of any extended family travel except during normal school vacations and holidays at least two (2) weeks prior to leaving.
- Inform the Enrollment Department within five (5) business days of any changes to contact information, including phone, email, or address.
- Be present in your scholar's daily school life.
- Ensure the scholar works daily, M-F, for sufficient time to ensure success (4-6 hours daily) and is prepared and ready to learn every day.

Supervise, tutor, coach, and direct the scholar's daily lessons as advised by the assigned supervising credentialed EF. EF discipline procedures, including suspension and expulsion, in accordance

with the CCS charter and the Charter School policy as it pertains to violations to any of the following expectations:

- 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 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 server.
- Avoid using sarcasm, jargon, and slang, and derogatory or foul language.
- 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 CCS' full Suspension and Expulsion Policy is available on the school website or at the Central Office.

### 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 work product, judged in the discretion of the supervising credentialed EF. A copy of the Charter School's full Independent Study Policy is available on the School website within the CCS Policy Manual or at the Central Office.

### PE/Activity Logs

The learning coach and scholar must ensure that activity logs are accurate, marking activity each day in the relevant subject areas. Activities may include virtual classes, outside classes, classes at learning centers, lessons at home, field trips, etc. This log is a mandatory requirement and must be updated weekly and signed. The connection meetings between the EF and the learning coach and scholar allow for open communication as well as a validation of submitted activity logs. In addition, work assignments/samples must be shared with the scholar's EF via an application called Seesaw.

Blanks on the activity log from lack of educational activity for the day or from lack of connections with the EF are considered absences. All absences are unexcused. Several blanks/absences will result in an evaluation to determine whether it is in the best interest of the scholar to remain in independent study. If it is determined that independent study is not in the best interest of the scholar, the school will follow the involuntary removal language outlined within this Handbook. Learning Periods (“LP”)

The scholar must submit assignments to the supervising EF

Students at the Charter School may perform animal dissections as part of the science curriculum. Any pupil who provides his or her teacher with a written statement, signed by his or her parent/guardian, specifying the pupil's moral objection to dissecting or otherwise harming or destroying animals, or any parts thereof, may be excused from such activities if the teacher believes that an adequate alternative education project is possible. The alternative education project shall require a comparable time and effort investment by the pupil. It shall not, as a means of penalizing the pupil, be more arduous than the original education project. The pupil shall not be discriminated against based upon his or her moral objection to dissecting or otherwise harming or destroying animals, or any parts thereof.

## Missed Assignments

AAs per the independent study policy, after five [5] missed assignments or two [2] missed meetings during any period of ten [10] school days, an evaluation will be conducted by CCS to determine whether it is in the best interest of the pupil to remain in independent study. For our Options scholars, these assignments are the activity logs which are approved via biweekly connections, along with required work samples.

### Work Sample Requirements

In order for attendance credit to be given, representative work samples must be uploaded to the digital portfolio application or shared with the EF in another agreed upon manner in accordance with the frequency, time, and manner specified in the board policy on independent study and the applicable provisions of the Master Agreement. EF EF attendees of a public charter school, our scholars participate in the following state standardized tests:

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

These examinations provide CCS with information for evaluation and future planning. These exams also indicate CCS' 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.

- CCS administers all state standardized tests at sites geographically placed among our scholar locations. A testing schedule will be provided to our learning coaches.
- Individual scholar performance results on statewide assessments will be distributed to both learning coaches and EFs ("CDE")'s web page at <http://www.cde.ca.gov/ta/>
- Notwithstanding any other provision of law, a learning coach's written request to CCS officials to excuse their scholar from any or all parts of the CAASPP assessments, including CAST, shall be granted.

## Tests Proctored by Agencies Other Than CCS

### Advanced Placement (“AP”)

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 College & Career Readiness Counselor.

### Preliminary Scholastic Aptitude Test (“PSAT/NMSQT”)

A shorter version of the SAT and is usually taken in the junior year as practice for the SAT and is used to determine National Merit Scholars. This exam is only administered 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 most institutions to help determine college and university admission eligibility. 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](http://www.collegeboard.com). For questions on SAT testing, registration, fee waivers and locations, please contact the College & Career Readiness Counselor.

### SAT Subject Tests

Tests administered by the College Board in specific subjects. Scholars should consult specific college catalogs to find out if the subject tests are necessary for admission. There are several test dates between August and June. Apply online at [www.collegeboard.com](http://www.collegeboard.com). For questions on SAT Subject testing, registration, fee waivers and locations, please contact the College Career Readiness Counselor.

### American College Test (“ACT”)

A nationwide test used by most institutions to help determine college and university admission eligibility. 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](http://www.actstudent.org). For questions on ACT testing, registration, fee waivers and locations, please contact the College Career Readiness Counselor.

### California High School Proficiency Examination (“CHSPE”)

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 CHSPE must be at least 16 years of age and have been enrolled in the 10th grade for at least one academic year or will have completed one academic year of enrollment in the 10th grade at the end of the semester during which the CHSPE regular administration (Spring/Fall) will be conducted. Prior to registering for the exam, please contact your counselor. [For more information, visit https://www.chspe.net/.](https://www.chspe.net/)

### 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. Policies for accepting CLEP college credits vary from college to college so please check with the targeted college first.

#### General Educational Development Test (“GED”)

Test may be taken by scholars 18 years of age or older for the purpose of earning a California High School Equivalency Certificate. Prior to registering for the exam, contact your counselor. [For more information, visit https://ged.com.](https://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 http://hiset.ets.org/requirements/ca.](http://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

- We request that scholars (6-12th) and learning coaches supply separate email addresses for communication.
- 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.
- Scholars should include their name and grade when they are emailing school staff.

By signing this HEFs EF EF ten (10) consecutive days, an evaluation will be conducted by CCS to determine whether it is in the best interest of the pupil to remain in independent study.

#### Notification Regarding Change of Contact Information

As stated in the Master Agreement, if a scholar’s or learning coach’s email address, mail address, or phone number changes, it must be updated with the Enrollment Department within five (5) business days to ensure timely communication with CCS staff. In order to request change of contact information, the learning coach must complete the [Change of Information Form](#) [which is located on the Schools’ website.](#)

#### Proof of Residency

Learning coaches must notify the Enrollment Department should contact information change and provide a proof of new residence to them. 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 Information](#).

Although connections can certainly be made more often and by other means as needed, scholars and learning coaches (parents) must connect with the EF either in person, by telephone, or by any other live visual or audio connection no less than twice (2) per month. The Parent(s), scholar, and EF should decide on and set the connection dates for the year and keep that schedule.

It is during these connections that the EF is updated on the scholar's progress by the scholar (or if the scholar is too young, by the learning coach), assesses whether the scholar is making satisfactory educational progress, and approves the submitted activity logs. Work assignment samples and digital portfolio submissions are also discussed during these times. A missed connection is considered an absence. Refer to above "Unable to Contact" section, above, for additional information.

The following are key components of learning period connections:

- Bi-weekly, live communication

Work assignment samples (TK-8 - at least two total per learning period; High school - at least one per subject per learning period)

Missing any of the three components from the list above for any learning period or consistently late work samples (due by the last day of each learning period) will be considered a violation of the Master Agreement contract, and the learning coach will receive a warning. If the missing items aren't addressed in a timely manner, a meeting will convene to determine whether placement at CCS independent study is an appropriate placement for the scholar. Similarly, if the EF determines that satisfactory educational progress is not being made, the EF shall notify the scholar and parent and conduct an evaluation to determine whether it is in the best interest of the scholar to remain in the program.

#### Digital Portfolio

Scholars must regularly share their educational experiences in their digital portfolios or directly to their EF. This portfolio should be a collection of experiences and work that is a source of pride for the scholar. This collection of work samples for the school year is a portfolio of the breadth and depth of the scholar's learning. Work samples should be at the scholar's grade level (or above) and be a good representation of the scholar's true level of learning. This will help guide the Learning Coach, scholar, and EF discussions on the scholar's progress and will help the EF be aware of any need for additional support. It also provides insight regarding a scholar's interest or passion so that the EF can provide additional resources or support in those areas when they are able to.

Work sample suggestions:

- Written assignment
- PowerPoint presentation
- Written work, essay, or test
- 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 submissions, please include a sentence or two about the topic covered and the activity.

#### Work Sample Guidelines

TK-8th grades: From the breadth of learning experiences demonstrated in the portfolio, the EF will select two (2) assignments per learning period in the areas of English Language Arts, Math, Science, and/or Social Studies to keep on file.

9-12th grades: From the learning experiences demonstrated in the portfolio in each of the scholar's courses, the EF will select two (2) assignments per learning period to keep on file.

Written work samples should:

- be from curriculum at the scholar's grade level (or above) / courses;
- be representative of the scholar's abilities;
- be neat and legible;
- contain the scholar's name on the page;
- not contain any religious materials or references;
- (for math) show problems worked out or explained in detail by the scholar;
- preferably NOT be multiple choice worksheets;
- be graded and/or have written comments by the learning coach (parent);
- (for photos or videos),
  - be clear and have enough light;
  - include the scholar with the project or work;
  - demonstrate the learning;
  - have a clearly written summary of the learning. (Use several photos if needed.)

### Progress Monitoring

"Snapshots" of scholar progress can be viewed in the digital portfolio. EFs EFs EFs Once assigned, a grade shall be final unless it comes to light that the student engaged in fraud or cheating, or if a mistake was made by the teacher assigning the grade. If the scholar or Learning Coach want to challenge a grade, they may follow the process outlined within the School's student records policy which is located within the CCS Policy Manual. [Scholar Recognition](#)

Honor Roll:

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). Scholar of the Month:

- By teacher recommendation based on demonstration of CCS' ARTIC values

## Multi-Tiered System of Support

A Multi-Tiered System of Supports ("MTSS"), including "RTI" and Positive Behavioral Intervention and Supports ("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 three components within the CCS MTSS framework are:

- Assessments

- Internal benchmark assessments
- CAASPP State Testing

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 offered on a regular basis by Compass Charter Schools. Scholars invited to these support sessions are encouraged to attend.

### TK - 5th Grading Policy

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

Level 5 = Advanced - Scholar consistently demonstrates an in-depth understanding of above grade-level standards, concepts, and skills.

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 - 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 - Scholar does not yet demonstrate an understanding of the standards, concepts, and skills taught during this reporting period.

Middle school and high school scholars’ grades will be reported with a standard percentage scale. High school credit is earned for cumulative, semester grades.

A	90-100	4
B	80-89	3
C	70-79	2
D	60-69	1
F	BELOW 60	0

Withdrawn (“W”) - This grade will be given when scholar withdraws from CCS prior to completing 100% of the coursework.

### Grades of Incomplete

Incomplete (“I”) grades will be granted only under extenuating circumstances and must be brought by the EF designee who shall make the final decision.

### High School Repeat Policy

Scholars may repeat a course to improve their GPA only if the original grade was a D or F. To be accepted by the UC/CSU system, scholars may repeat the course only once. Once a course has been repeated, the grade earned in the original course will remain on the transcript, but will display with the CCS 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 D or F will be displayed with the grade and credits earned.

### High School Grading/Final Exam Policy

All scholars in grades 9-12 are required to take semester final examinations in all courses, as appropriate. The learning coach can work with the EF to find an appropriate final exam. Scholars may not “test out” of courses by only taking a final examination.

### Instructional Funds (“IF”)

Each scholar is allocated IF for curriculum, materials, and/or classes. Instructional funds are to be used for the scholar’s educational needs, reflecting standards appropriate for their age level. Learning C.00 (TK-8th grades) or \$3,300.00 (high school) to support the purchase of educational materials and services needed to help the scholar progress. Allocated funds depreciate from the first day of school for scholars who do not start on the first day. Use of funds is spread through the year. The first half is available at the beginning of the first semester; the second half is made available just before the second semester begins.

Before a parent is able to place their first order, they must have a signed Master Agreement and a signed Family Order Agreement (“FOA”) on file. Order requests will be denied without both. Also, orders will not be placed for scholars who are in violation of the Master Agreement (missing work samples, missing logs, and/or unable to contact).

The FOA addresses your responsibility when placing order requests as stated below:

For service vendors that you use, you are responsible for:

- asking them which payment option they prefer:
  - fees divided across the months that your scholar is in that class (Net 30 - paid within 30 days of completion of services and receipt of accurate invoice) Net30 - see below  
RECOMMENDED
  - fees as a lump sum (BUT vendor paid at END of semester/session) (also Net 30)
  -

paying any vendor fees NOT pre-approved by the SS This list displays all the vendors currently approved by CCS. These vendors have gone through an enrollment and approval process to be on our list. For service vendors, we require them to complete an application form, provide proof of liability insurance, submit a W-9, and complete a fingerprint background check since they will be working with your children. The list is not static and, therefore, it is important to check it regularly for new vendors. New

vendors will often be announced in our newsletters. The list can be found on our website under Academics - Homeschool Program - Approved Compass Vendor List (scroll to middle of page).

### Requesting Services and Materials

Order requests may only be made for products and services from our approved vendors, and a signed FOA (see section above for FOA contents) 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 vendors. CCS expects learning coaches to use instructional funds in a reasonable manner that furthers the instructional needs of their scholar. If any unusual orders are noted outside the scope of these guidelines, they will be subject to review and, if necessary, those orders may be delayed or denied.

When using instructional funds, focus should be on selecting materials and services that support the educational goals of the scholar. The EF CCS. Learning CS.

- “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 those September activities.)
- Core curriculum: Verify with your EF that you have your core curriculum in place. Orders for extracurricular activities and materials will not be placed if core curriculum is not sufficient for the scholar’s needs.
- Registration of outside classes: Contact the vendor directly to discuss the fees and their registration process. You must register your scholar(s) for the classes and sort out the details, including dates and prices, directly with the vendor. As part of that discussion with the vendor, you must determine if the vendor 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 classes. 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 classes: If you plan to use your scholar's allocated funds to pay for classes, be sure your scholar does not attend the class or lesson unless you have received an approved PO number from your EF. 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.
- Faith-based: No religious services or materials of any type are allowed: books, CD/DVDs, videos, posters, curriculum, etc. Compass Charter Schools’ assessment on whether services fall under this category is final.
- Over spending: Families are not allowed to spend over their allotted funds. Learning coaches should be in communication with their EF about the amount of funds remaining and must not submit order requests for services or materials that will put them over the remaining amount. If order requests are submitted that do not meet this requirement, it is at the EF’s discretion to reject or modify the order as deemed appropriate. Vendor Relations determines final approval

of all orders and reserves the right to cancel any issued services in order to keep a family within their budget.

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 Instructional Funds Guidelines that are shared with each family. The EF, Vendor Department, and/or Administration 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
- Classes/materials for core courses must be in place before enrichment can be ordered. (Core includes math, language arts, science, social studies.) EF may need to see these core materials or services.
- Music & art lessons are acceptable.
- PE courses are acceptable but must be offered through an insured instructor.
- Academic tutoring and small group instruction are acceptable.
- Using only 25% of funds toward core subjects is allowed only when EF has verified that family has the scholar's core curriculum already on hand.

Not Acceptable:

- Using over 75% of funds toward a non-core service or product
- Sectarian (faith-based) materials
- Materials not educational in nature or to be used for something related to the scholar's course of study
- Non-scholar-grade materials
- Quantities that are not within reason, as determined by Vendor Relations (for example, more than one computer for a scholar)

Reminder that more specific information on the appropriate use of funds is provided in the Instructional Funds Guideline which is available upon request at the main office and on the School's website and/or similar activities. When you request that a high risk vendor become an approved vendor, do know the process will be longer than usual because of additional insurance requirements. In addition, the following are banned services and CCS will not approve these high-risk: kickboxing, outdoor rock-climbing, boxing, tightrope walking, welding, and/or similar.

### Requesting New Vendors

If there is a service vendor that you would like added to our Approved Vendors List, we will do our best to accommodate. Please ask the potential vendor to complete the NEW VENDOR PRELIMINARY APPLICATION form: <https://goo.gl/ebnsRc>.

This link can be found on our website under Academics - Homeschool Program - New Vendor Interest Form (scroll to middle of page). We recommend that families send the link directly to their vendor of choice via email. Do double check that the vendor is not already an approved vendor.

## Course Placement

TK- 5th grade scholars are required to enroll in four (4) academic courses (language arts, mathematics, science, social science), and one 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 physical education, and one elective course each semester of the academic school year. (In cases where enrollment occurs late in a semester and the scholar has not been working on an elective at his/her previous school, the EF and counselor may deem it necessary to leave the elective course off the scholar's schedule for that semester.) Our academic program utilizes semester scheduling for all tracks. No extensions are provided and all end dates are final.

- High school (9-12) course placement is based upon review of scholar's assessments, transcripts, and EF recommendations. 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 their AG course path (or other university or college via the A-G course path). The method of instruction for this scholar will vary between textbooks, in-person classes, online classes, community college classes, and/or a blend of these and more. EFs will review the curriculum options with the parents and together they will outline the year. The assignments required to demonstrate competency will be outlined by the EF. Before the teacher and/or EF will grant the high school credits for the course, the scholar must demonstrate knowledge via assignments, discussions, presentations, and/or evaluations. They must still graduate with the 220 credits and pass Geometry, as stated on the charter.

A-G Path: If it is the scholar's goal to attend a UC/CSU CCS 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' complete policy is located within the CCS 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)
- Placement tests that are aligned to state-adopted content standards in mathematics.
- Classroom assignment and grades.
- Final grade in mathematics on the student'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 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.



### Course Schedule Changes

Scholars need to plan their schedule carefully since schedule changes can only be processed within the first three (3) weeks from the start of the semester. Any additional schedule changes after this time frame will be reviewed on an individual basis.

Acceptable reasons for course schedule changes:

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

### ACOP – Accelerated Course Options 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 8 weeks prior to 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.
- Counselor may approve a special circumstance request when a scholar may be eligible for additional course(s).

Community College Classes In some cases, it is possible for high school scholars within the spring semester of 10th grade, or enrolled in 11th or 12th grade to enroll concurrently at a community college. Please see the School's complete board policy for additional information about taking community college classes.

### High School Graduation Requirements

Subject Requirements	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	30

(3 Years Required)	
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

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 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 in 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 or school district official. A scholar, or the parent/guardian of a scholar under 18 years of age, may complete a form to indicate that he/she does 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 the scholar. Once a scholar turns 18 years of age, only the scholar may opt himself/herself out, and can opt in if the parent/guardian had previously decided to opt out the scholar. All 12th grade scholars' GPAs will be sent to CASC on October 1 of each year. Students currently in eleventh (11th) grade will be deemed a Cal Grant applicant, unless the student (or parent, if the student is under 18) has opted out by or before February 1.

Compass Charter Schools of Los Angeles            054907

Compass Charter Schools of Yolo                    [INSERT]

## High School Transfer Credits, Home School Credits, International Records

### Transfer Credits

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

### Home School Credit Transfer

All scholars from non-accredited/independent homeschool situations must provide records which include transcript (showing courses completed), a description of the curriculum, a copy of the Private School Affidavit, and work samples for review by the CCS Director of Options Learning.

### 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 subject's equivalent to the courses listed in the course catalog in meeting graduation requirements.

### Transcripts

Please visit our website for instructions and a form to request official and/or unofficial transcripts (Academics - Records/Transcripts).

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

- Unweighted 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 an A as 4.0 whether it was earned in an honors class or a lower level class.
- Weighted GPA: 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 AP level courses.

Note: CCS' policy is to not rank scholars by GPA.

### Work Permits

Scholars under the age of 18 must obtain a work permit from Compass Charter Schools after securing an opportunity for employment. A scholar must maintain a minimum of 2.0 GPA each semester to be eligible.

To print a work permit application:

- The scholar, after obtaining a promise of employment, shall complete the "Statement of Intent to Employ a Minor and Request Work Permit-Certificate of Age" here: :  
<https://www.cde.ca.gov/ci/ct/we/workpermitsforstudents.asp>

To complete work permit:

- Scholar must complete "minor information" section of the application.
- Scholar will request employer to complete the "to be filled in and signed by employer" section

of the application and sign the application, which indicates the employer has “worker compensation” insurance and list hours of work for the scholar.

- Scholar will request parent/legal guardian signature.
- Scholar will submit the work permit application to the CCS College & Career Readiness Counselor

The following scholars **do not** need a work permit:

- High School graduate, regardless of age.
- Scholar who passed the California High School Proficiency Examination.
- Scholar who is 18 years of age or older.

Renewals:

- Work permit will expire five (5) business days after the end of the semester.
- Scholar must email the College Career Readiness Counselor five (5) business days before expiration date to renew work permit.
- Scholar must complete a separate work permit for each employer.
- Follow this link to access an entertainment application:  
[https://www.dir.ca.gov/dlse/Application\\_for\\_Entertainment\\_Work\\_Permit\\_for\\_Minor.htm](https://www.dir.ca.gov/dlse/Application_for_Entertainment_Work_Permit_for_Minor.htm)

Email form to College & Career Readiness Counselor College Career Readiness Counselor will complete the “School Record” portion of the form in original ink and mail the form to student’s home address. No fax or photocopies permitted. Concurrent Enrollment

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

CCS to release any information related to the adult scholar’s academics to their designated learning coach and/or parent(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 Enrollment 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 students 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 students, as defined by law. The law requires that instruction and materials must encourage students 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 student 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 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 comprehensive sexual health education and HIV prevention education in writing to the Charter School.
- 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 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:
  - The date of the instruction
  - The name of the organization or affiliation of each guest speaker
- Request a copy of Education Code sections 51930 through 51939.

Anonymous, voluntary, and confidential research and evaluation tools to measure student's health behaviors and risks (including tests, questionnaires, and surveys containing age-appropriate questions about the student's attitudes concerning or practices relating to sex) may be administered to students 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.

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

### Scholars with Special Needs

CCS 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 provides special education instruction and related services in accordance with the Individuals with Disabilities in Education Improvement Act, 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. We offer high quality educational programs and services for all of our scholars in accordance with the assessed needs of each scholar. CCS collaborates with learning coaches, scholars, teachers, and other agencies, as may be indicated, in order to appropriately serve the educational needs of each scholar.

CCS 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. The learning coach of any scholar suspected of needing or qualifying for accommodations under Section 504 may make a referral for an evaluation to the Director of Exceptional Scholar Services at [INSERT CONTACT INFORMATION]. A copy of the School's Section 504 policies and

procedures and the School's special education policy is available upon request at the main office and on the School's website within the CCS Policy Manual.

Pursuant to the IDEA and relevant state law, CCS is responsible for identifying, locating, and evaluating children enrolled at CCS 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.

### Homeless Scholars

The term "homeless children and youth" means individuals who lack a fixed, regular, and adequate nighttime residence due to economic hardship. It includes children and youths who:

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."

Scholars who qualify under McKinney-Vento should complete the declaration form. This form must be completed annually in order to ensure the scholar still qualifies under McKinney-Vento. & CEO designates the following staff person as the School Liaison for homeless scholars:

Vanessa Plascencia | Compliance Coordinator  
850 Hampshire Rd. Suite P  
Thousand Oaks, CA 91361  
(805)807-8294  
[vplascencia@compasscharters.org](mailto:vplascencia@compasscharters.org)

The School Liaison shall ensure that:

1. Homeless scholars are identified by school personnel and through coordination activities with other entities and agencies.
2. Homeless scholars enroll in and have a full and equal opportunity to succeed at CCS.
3. Homeless scholars and families receive educational services for which they are eligible including services through Head Start programs (including Early Head Start programs) under the Head Start Act, early intervention services under part C of the Individuals with Disabilities Education Act, any other preschool programs administered by CCS, if any, and referrals to health care services, dental services, mental health services and substance abuse services, housing services, and other appropriate services.
4. 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.
5. 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.

6. Enrollment/admissions disputes are mediated in accordance with law, the CCS charter, and Board policy.
7. Learning coaches are fully informed of all transportation services, as applicable.
8. School personnel providing services receive professional development and other support.
9. The School Liaison collaborates with State coordinators and community and school personnel responsible for the provision of education and related services to homeless children and youths.
10. Unaccompanied youth are enrolled in school, have opportunities to meet the same challenging State academic standards as the State establishes for other children and youth, and are informed of their status as independent students 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.

For any homeless scholar who enrolls at the CCS, a copy of the Charter School's complete policy shall be provided at the time of enrollment and annually. A copy of the complete Policy is available upon request at the main office and on the School's website within the CCS Policy Manual.

### Education of Foster Children and Youth

The Charter School has adopted a policy governing the education of foster youth, consistent with state and federal law. A copy of the complete Policy is available upon request at the main office and on the school website within the CCS 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 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;
- 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.

#### 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 to ask their teachers for guidance. Teachers will dictate which citation format should be used and what the guidelines are for their class.

More information on what plagiarism is and how to avoid it can be found at <https://owl.english.purdue.edu/owl/resource/589/01/>.

#### Prevention of Plagiarism

- All scholars and learning coaches are given a copy of this CCS Scholar Handbook which outlines the SThe student 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 Director of Options Learning.
- The scholar will receive a “0” on the assignment that was plagiarized and a second 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 read receipt.
- The Director of Options Learning will schedule a meeting with the teacher, the scholar, and the learning coach.
- A hold will be placed on all non-core class supply and instruction orders for a minimum of 30 days.

#### 3rd Offense

- If a scholar is caught violating academic integrity a third time, the teacher will notify the learning coach and the Director of Options Learning.
- 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. Notification will be sent via certified mail and email.
- A meeting will be held with the Director of Options Learning, teacher, learning coach and scholar.
- A hold will be placed on all non-core class supply and instruction orders for a minimum of 60 days.

#### 4th Offense

- If a scholar is caught violating academic integrity a fourth time, the teacher will notify the learning coach and the Director of Options Learning.
- The course is on hold 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.



- A hold will be placed on all non-core class supply and instruction orders for the remainder of the school year.

The scholar goes before the DAC to determine whether expulsion 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 Director of Options Learning, 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

##### Participation

Scholars enrolled in CCS (and their legal guardians, extended family members, and siblings based on age and capacity) may attend School field trips. Legal guardians, extended family members, and siblings must cover their own costs to attend. Once CCS has made payments to the field trip venue, no refunds for those additional costs will be processed.

##### Permission Slips

No scholar will be permitted to go on a field trip 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. One copy of the permission slip shall be filed with the Engagement Department, and one copy shall be given to the teacher(s) going on the field trip.

##### Supervision

The sponsoring teacher must be present to supervise the field trip or excursion. The emergency contact for each scholar will be designated on the event permission slip. Scholars are under the jurisdiction of the SNo person attending the field trip can independently transfer a ticket purchased for a field trip event to other individuals. Please inform the Engagement Department if you are unable to attend a field trip. The Engagement Department will then determine how to transfer tickets to another scholar, if possible.

##### Role of Volunteer Learning Coaches on Field Trips

Volunteers are needed to participate in all field trips and excursions to assist with supervision of scholar(s). the CCS group and assisting in supervising scholars shall receive clear information regarding their responsibilities from the Engagement Department or sponsoring teacher. Prior to the field trip 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 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 or excursion.

## 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 Department

### Fundraising

All funds raised by any scholar organization shall be maintained by the school and accounted for by scholar organization. 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 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.

## Nondiscrimination Statement

Pregnancy, or any other characteristic that is contained in the definition of hate crimes in the California Penal Code.

CCS adheres to all provisions of federal law related to students 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 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), Title VI, VI, and VII of the Civil Rights Act of 1964 (race, color, or national origin), the Age Discrimination in Employment Act of 1967, 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 bullying, discrimination, or intimidation, by any employee, independent contractor, or other person with which CCS does business, or any other individual, student, or volunteer. This applies to all employees, students, 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. 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:

J.J. Lewis, Superintendent & CEO  
850 Hampshire Road, Suite P  
Thousand Oaks, California 91361  
(818) 824-6233  
jlewis@compasscharters.org

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

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.

#### 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 ensure compliance with applicable state and federal laws and regulations. The Charter School 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) Unlawful discrimination, harassment, intimidation, or bullying complaints may be based on actual or perceived characteristics of age, ancestry, color, ethnic group identification, gender expression, gender identity, gender, genetic information, physical disability, mental disability, medical condition, marital status, nationality, national origin, immigration status/citizenship, race or ethnicity, religion, sex, sexual orientation, or on 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 that receives or benefits from state financial assistance.
- 2) Violations of state or federal law and regulations governing the following programs including but not limited to: Adult Education Programs, After School Education and Safety Programs, Agricultural Vocational Education Programs, American Indian Education Centers and Early Child Education Program Assessments, California Peer Assistance and Review Programs for Teacher, Consolidated Categorical Aid Programs, Career Technical and Technical Education and Career Technical and Technical Training Programs, Child Care and Development Programs, Child Nutrition Programs, Compensatory Education, Course Periods without Educational Content, Education of Pupils in Foster Care, Pupils who are Homeless, former Juvenile Court Pupils, and Pupils from Military Families, Local Control and Accountability Plans (LCAP), Migrant Education Programs, Every Student Succeeds Act / No Child Left Behind Act (2001) Programs (Titles I-VII), including improving academic achievement, compensatory education, limited English proficiency, and migrant education, Regional Occupational Centers and Programs, Special Education Programs, Reasonable Accommodations to a Lactating Pupil, State Preschool,

Bilingual Education, Economic Impact Aid, Comprehensive School Safety Plans, State Preschool Health and Safety Issues in LEAs Exempt from Licensing and Tobacco-Use Prevention Education.

- 3) A complaint of noncompliance with laws relating to pupil fees may be filed pursuant to the local UCP. 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 fee charged to a pupil as a condition for registering for school or courses, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory, or is for credit.
  - A security deposit, or other payment, that a pupil is required to make to obtain a lock, locker, book, class apparatus, musical instrument, clothes, or other materials or equipment.
  - A purchase that a pupil is required to make to obtain materials, supplies, equipment, or clothes associated with an educational activity.

A pupil fee complaint shall not be filed later than one (1) year from the date the alleged violation occurred.

Complaints of noncompliance with laws relating to pupil fees are filed with the Superintendent & CEO of. A complaint regarding pupil fees may be filed anonymously if the complaint provides evidence or information to support an allegation of noncompliance with laws relating to pupil fees.

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

J.J. Lewis | Superintendent & CEO  
 850 Hampshire Road, Suite P  
 Thousand Oaks, CA 91361  
 818-824-6233  
 jlewis@compasscharters.org

The Superintendent & CEO or designee shall ensure that employees designated to investigate complaints are knowledgeable about the laws and programs for which they are responsible. Designated employees may have access to legal counsel as determined by the Director of Student Support Services or designee.

Should a complaint be filed against the Superintendent & CEO, the compliance officer for that case shall be the President of the Charter School Board of Directors.

Complaints alleging 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. The Compliance Officer responsible for investigating the complaint shall conduct and complete the investigation in accordance with California regulations and in accordance with the Charter School's procedures. The final written Decision or report will be sent to the complainant within sixty (60) days from the receipt of the complaint. This sixty (60) day time period may be extended by written agreement of the complainant.CDE by filing a written appeal within fifteen (15) days of receiving the decision. 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 the basis for the appeal of the decision and whether the facts are incorrect and/or the law has been misapplied.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) 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 his/her right to file a complaint in accordance with 5 CCR 4622.

and on the School's website within the CCS 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.

### Title IX, Harassment, Intimidation, Discrimination & Bullying Policy

The Charter School believes all students have the right to a safe and civil learning environment. Discrimination, sexual harassment, harassment, intimidation, and bullying are all disruptive behaviors which interfere with students' ability to learn, negatively affect student engagement, diminish school safety, and contribute to a hostile school environment. As such, the Charter School prohibits any acts of discrimination, sexual harassment, harassment, intimidation, and bullying altogether. This 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. A copy of the complete Policy is available upon request at the main office and on the School's website within the CCS Policy Manual.

The Charter School defines "discrimination, sexual harassment, harassment, intimidation, and bullying" as the intentional conduct, including verbal, physical, written communication, or cyberbullying, 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, the Charter School will make reasonable efforts to prevent students from being discriminated against, harassed, intimidated and/or bullied, and will take action to investigate, respond, and address and report on such behaviors in a timely manner. Charter School staff who witness acts of misconduct prohibited by this Policy will take immediate steps to intervene when safe to do so.

Moreover, the Charter School will not condone or tolerate misconduct prohibited by this Policy by any employee, independent contractor or other person with whom the Charter School does business, or any other individual, student, or volunteer. This Policy applies to all employee, student, or volunteer actions and relationships, regardless of position or gender. The Charter School 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"):

J.J. Lewis, Superintendent & CEO

850 Hampshire Road, Suite P  
 Thousand Oaks, California 91361  
 (818) 824-6233  
 jlewis@compasscharters.org

### Scholar Records, including Records Challenges and Directory Information

The Family Educational Rights and Privacy Act (“FERPA”) affords learning coaches and scholars who are 18 years of age or older (“eligible students”) certain rights with respect to the scholar’s education records. These rights are:

- The right to inspect and review the scholar’s education records within 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.
- The right to request the 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 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 student, the Superintendent & CEO must order the correction or the removal and destruction of the information and inform the parent or eligible student of the amendment in writing.

- 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 or contractor outside of CCS who performs an institutional service of 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, or therapist; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another CCS official in performing his or her tasks. A CCS official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her 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.

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

- 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:

Family Policy Compliance Office  
U.S. Department of Education  
400 Maryland Avenue, SW Washington, DC 20202

- The right to request that the Charter School not release student 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 student, 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 student, §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 student 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 student seeks or intends to enroll so long as the disclosure is for purposes related to the student's enrollment or transfer. When a student transfers schools, the Charter School will mail the original or a copy of a student'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 pupil intends to enroll. Charter School will make a reasonable attempt to notify the parent or eligible student of the request for records at his/her last known address, unless the disclosure is initiated by the parent or eligible student. Additionally, Charter School will give the parent or eligible student, upon request, a copy of the record that was disclosed and give the parent or eligible student, upon request, an opportunity for hearing pursuant to Section (IV)(3) above;
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 student'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 student 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 student of the order or subpoena in advance of compliance, so that the parent or eligible student 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 student, a short-term residential treatment program staff responsible for the education or case management of a student, and a caregiver (regardless of whether the caregiver has been appointed as the pupil's educational rights holder) who has direct responsibility for the care of the student, including a certified or licensed foster parent, an approved relative or nonrelated 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 student 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 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.
  - ""CC
  - Date and place of birth
  - Dates of attendance
  - Grade level
  - Weight and height of members of athletic teams
  - Participation in officially recognized activities and sports
  - Degrees, honors, and awards received
  - The most recent educational agency or institution attended
  - 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 [jlewis@compasscharters.org](mailto:jlewis@compasscharters.org). A copy of the complete Policy is available upon request at the main office and on the School's website within the CCS Policy Manual.

### Withdrawal from CCS

1. If a scholar decides to withdraw, the scholar's learning coach communicates the decision through the scholar's EF and/or will schedule an exit conference with the Learning Coach, student, and K-8/High School Coordinator within 72 hours of the withdrawal request to ensure the scholar receives the appropriate academic consultation and attendance credit, and has submitted all completed work samples and activity logs before being withdrawn from CCS.
- 2.
3. If a student 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 student, the student's parents/guardians are liable for all damages caused by the student's misconduct not to exceed ten thousand dollars (\$10,000), adjusted annually for inflation. After notifying the student's parent or guardian in writing of the student's alleged misconduct and affording the student due process, CCS may withhold the student's grades, transcripts, and diploma until the damages have been paid. If the student and the student'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 student's grades and diploma will be released.

4. 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 an incomplete ("I") on their transcript. 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 instructor, the scholar will be awarded the credits earned. Please contact your counselor before you choose to withdraw from CCS.

### Involuntary Removal Process

No student shall be involuntarily removed by the Charter School for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student 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 student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder. The Involuntary Removal Notice shall include the charges against the student and an explanation of the student'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 student's parent, guardian, or educational rights holder requests a hearing, the student 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 student has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the student has the right to bring legal counsel or an advocate. The notice of hearing shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student'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 Student 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 the Student will be disenrolled effective the date of the hearing.

If as a result of the hearing the student is disenrolled, notice will be sent to the student's last known district of residence within thirty (30) days.

A hearing decision not to disenroll the student does not prevent the Charter School from making a similar recommendation in the future should student truancy continue or re-occur.

## Parent and Family Engagement Policy

The Charter School aims to provide all students 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 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 student success. A copy of the Charter School’s complete Policy is available upon request in the main office and on the school website within the Policy Manual.

## Employee Interactions with Students

CCS recognizes its responsibility to make and enforce all rules and regulations governing student 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 student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student.

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, students, 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:

- A. Examples of PERMITTED actions (NOT corporal punishment)
  1. Stopping a student from fighting with another student;
  2. Preventing a pupil from committing an act of vandalism;
  3. Defending yourself from physical injury or assault by a student;
  4. Forcing a pupil to give up a weapon or dangerous object;
  5. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
  6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.
- B. Examples of PROHIBITED actions (corporal punishment)

1. Hitting, shoving, pushing, or physically restraining a student as a means of control;
2. Making unruly students do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment;
3. Paddling, swatting slapping, grabbing, pinching, kicking, or otherwise causing physical pain.

#### Acceptable and Unacceptable Staff/Student 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 students 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, students, 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 student. Trespassing the boundaries of a student/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 student 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 students, 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 students certainly fosters learning, student/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 student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse.

#### Examples of Specific Behaviors

The following examples are not an exhaustive list:

#### Unacceptable Staff/Student Behaviors (Violations of this Policy)

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

Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission

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

- a. Being alone in a room with a student at school with the door closed.
- b. Allowing students in your home.

Cautionary Staff/Student 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.)**

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

Acceptable and Recommended Staff/Student Behaviors

- a. Getting parents' written consent for any after-school activity.
- b. Obtaining formal approval to take students off school property for activities such as field trips or competitions.
- c. E-mails, text, phone and instant messages to students must be very professional and pertaining to school activities or classes (Communication should be limited to school technology).
- d. Keeping the door open when alone with a student.
- e. Keeping reasonable space between you and your students.
- f. Stopping and correcting students if they cross your own personal boundaries.
- g. Keeping parents informed when a significant issue develops about a student.

- h. Keeping after-class discussions with a student professional and brief.
- i. Asking for advice from fellow staff or Administrators if you find yourself in a difficult situation related to boundaries.
- j. Involving your Supervisor if conflict arises with the student.
- k. Informing your Supervisor or the Superintendent & CEO about situations that have the potential to become more severe.
- l. Making detailed notes about an incident that could evolve into a more serious situation later.
- m. Recognizing the responsibility to stop unacceptable behavior of students or coworkers.
- n. Asking another staff member to be present if you will be alone with any type of special needs student.
- o. Asking another staff member to be present when you must be alone with a student after regular school hours.
- p. Giving students praise and recognition without touching them.
- q. Pats on the back, high fives and handshakes are acceptable.
- r. Keeping your professional conduct a high priority.
- s. Asking yourself if your actions are worth your job and career.

### Suicide Prevention Policy

The Board of Directors of CCS recognizes that suicide is a major cause of death among youth and should be taken seriously. To attempt to reduce suicidal behavior and its impact on students and families, the Board of Directors has developed prevention strategies and intervention procedures.

In compliance with Education Code section 215, this policy has been developed in consultation with CCS and community stakeholders, CCS school-employed mental health professionals (e.g., school counselors, psychologists, social workers, nurses), administrators, other school staff members, parents/guardians/caregivers, students, local health agencies and professionals, law enforcement, and community organizations in planning, implementing, and evaluating CCS's strategies for suicide prevention and intervention. CCS must work in conjunction with local government agencies, community-based organizations, and other community supports to identify additional resources.

A copy of the complete Suicide Prevention Policy can be located in the main office and on the school's website within the CCS Policy Manual.

## Signature Page

Please sign and date below to indicate that you have read the Options Scholar Handbook, which includes the annual notices, and are aware of the SC

Grade Level: \_\_\_\_\_

School of Enrollment: \_\_\_\_\_



# Check Register Detail

## Compass Charter Schools

Check Register 6/1/2019 through 7/31/2019

Payment Number	Payment Date	Payee Name	Rec Status	Check Amount	Account	Account Description	Invoiced GL Amount
55361	6/3/2019	Charter School Management Corporation	Cleared	\$21,400.00	5873-020-00	Financial Services	\$21,400.00
55368	6/4/2019	Art Steps, Inc.	Cleared	\$230.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$81.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$149.00
55367	6/4/2019	Athena's Advanced Academy	Cleared	\$249.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$249.00
55378	6/4/2019	Barnes & Noble, Inc.	Cleared	\$2,291.44	4100-010-92	Approved Textbooks and Core Curricula Materials	\$93.37
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$242.18
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$231.01
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$62.53
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$283.33
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$93.40
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$134.61
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$21.41
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$13.67
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$171.52
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$100.72
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$94.05
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$94.27
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$41.10
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$41.10
4100-010-92	Approved Textbooks and Core Curricula Materials	\$233.71					
4100-010-92	Approved Textbooks and Core Curricula Materials	\$46.30					
4100-010-92	Approved Textbooks and Core Curricula Materials	\$99.47					

					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$56.52</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$10.29</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$76.20</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$50.68</b>
55371	6/4/2019	Aquatic Explorations & Safety Training	Cleared	\$862.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$414.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$184.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$264.00</b>
55372	6/4/2019	APEX School of Movement, San Diego	Cleared	\$286.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$82.50</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$110.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$93.50</b>
55381	6/4/2019	Brain Builders Educational Programs	Cleared	\$1,220.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$157.50</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$80.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$157.50</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$80.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$313.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$80.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$100.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$252.00</b>
55383	6/4/2019	California State University, Fresno	Cleared	\$61.28	5812-030-90	Other Student Activities	<b>\$61.28</b>
55390	6/4/2019	Essentials in Writing	Cleared	\$152.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$76.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$76.00</b>
55394	6/4/2019	Elephango	Cleared	\$39.98	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$39.98</b>
55393	6/4/2019	Kathleen Elliott	Cleared	\$1,125.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$495.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$630.00</b>
55396	6/4/2019	40 Acres and a Mind, Inc.	Cleared	\$600.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$600.00</b>
55389	6/4/2019	The Etiquette Factory	Cleared	\$112.90	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$112.90</b>



55401	6/4/2019	Huckleberry Center For Creative Learning	Cleared	\$1,642.50	4100-010-92	Approved Textbooks and Core Curricula Materials	\$157.50
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$287.50
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$455.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$287.50
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$455.00
55403	6/4/2019	History Unboxed	Cleared	\$785.74	4100-010-92	Approved Textbooks and Core Curricula Materials	\$335.40
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$167.70
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$282.64
55407	6/4/2019	Institute for Excellence in Writing	Cleared	\$348.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$39.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$309.00
55406	6/4/2019	Celeste Haueter	Cleared	\$430.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$215.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$215.00
55413	6/4/2019	LIVE Online Math	Cleared	\$1,319.98	4100-010-92	Approved Textbooks and Core Curricula Materials	\$280.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$104.99
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$830.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$104.99
55417	6/4/2019	Deborah L. McCoy	Cleared	\$390.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$325.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$65.00
55420	6/4/2019	Outschool, Inc.	Cleared	\$801.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$78.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$121.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$195.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$180.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$32.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$195.00
55422	6/4/2019	Perfect 10 Gymnastics Training Center	Cleared	\$333.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$111.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$111.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$111.00

55424	6/4/2019	Rainbow Resource Center	Cleared	\$1,585.41	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$496.56</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$352.10</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$154.92</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$488.34</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$93.49</b>
55426	6/4/2019	S.T.A.R. Academy - Haynes Family of Programs	Cleared	\$165.00	5810-010-65	Educational Consultants	<b>\$165.00</b>
55430	6/4/2019	Terra Arts Foundation	Cleared	\$11,842.66	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$1,500.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$300.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$1,500.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$300.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$1,080.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$1,350.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$300.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$1,016.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$1,200.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$1,080.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$66.66</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$1,350.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$800.00</b>
55425	6/4/2019	Scientifics Direct	Cleared	\$278.69	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$278.69</b>
55434	6/4/2019	Urban Workshop	Cleared	\$1,871.64	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$200.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$266.64</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$600.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$400.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$200.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$105.00</b>

					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$100.00</b>
55435	6/4/2019	YMCA San Diego Co	Cleared	\$288.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$96.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$96.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$96.00</b>
55437	6/4/2019	Young Chef's Academy	Cleared	\$450.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$50.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$50.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$50.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$50.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$50.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$50.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$50.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$50.00</b>
55439	6/4/2019	K12 Management, Inc.	Cleared	\$29,956.00	4410-020-91	Software and Software Licensing	<b>\$7,174.00</b>
					4410-040-91	Software and Software Licensing	<b>\$17,198.00</b>
					4410-030-91	Software and Software Licensing	<b>\$5,584.00</b>
55438	6/4/2019	Autumn Clements	Cleared	\$69.43	5200-010-65	Travel and Conferences	<b>\$69.43</b>
55416	6/4/2019	My Learning Studio	Cleared	\$900.15	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$518.40</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$195.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$186.75</b>
55412	6/4/2019	Language Door Inc	Cleared	\$63.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$63.00</b>
55409	6/4/2019	KiwiCo, Inc	Cleared	\$131.40	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$131.40</b>
55399	6/4/2019	Briana Guardino	Cleared	\$120.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$120.00</b>
55387	6/4/2019	Digital Dragon	Cleared	\$296.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$296.00</b>
55384	6/4/2019	California State University, Fresno	Cleared	\$392.00	5602-030-90	Assessment Space Rental	<b>\$392.00</b>
55379	6/4/2019	Beautiful Feet Books	Cleared	\$12.51	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$12.51</b>
55376	6/4/2019	BLICK Art Materials	Cleared	\$1,580.09	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$237.82</b>

					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$206.69</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$138.36</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$129.55</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$160.05</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$161.65</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$153.63</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$129.55</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$262.79</b>
55362	6/4/2019	Arbor Learning Community	Cleared	\$327.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$54.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$99.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$54.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$120.00</b>
55374	6/4/2019	Above & Beyond Athletics	Cleared	\$500.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$500.00</b>
55375	6/4/2019	Adventures For Young Explorers	Cleared	\$540.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$540.00</b>
55382	6/4/2019	The Critical Thinking Co.	Cleared	\$161.55	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$161.55</b>
55385	6/4/2019	Desert Aquatics	Cleared	\$190.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$90.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$100.00</b>
55388	6/4/2019	Dirty Yoga Feet LLC	Outstanding	\$215.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$215.00</b>
55404	6/4/2019	Highlights for Children	Cleared	\$28.49	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$28.49</b>
55410	6/4/2019	KidArtLit, LLC	Cleared	\$375.12	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$375.12</b>
55414	6/4/2019	Sarah Longhenry (EDC)	Cleared	\$382.95	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$382.95</b>
55421	6/4/2019	Petra Poschmann	Cleared	\$436.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$436.00</b>
55440	6/4/2019	Erina Kindreich	Cleared	\$240.00	5810-010-88	Educational Consultants	<b>\$240.00</b>
55432	6/4/2019	The Good Spittit Tutor	Cleared	\$1,700.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$850.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$850.00</b>
55436	6/4/2019	Yamashita Karate Studios	Cleared	\$357.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$119.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$139.00</b>

					4100-010-92	Approved Textbooks and Core Curricula Materials	\$99.00
55433	6/4/2019	The Pencil Grip, Inc.	Cleared	\$87.41	4100-010-92	Approved Textbooks and Core Curricula Materials	\$87.41
55431	6/4/2019	Tutoring Club	Cleared	\$100.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$100.00
55428	6/4/2019	Studio on the Hill	Cleared	\$45.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$45.00
55429	6/4/2019	Teachers Synergy, LLC	Cleared	\$200.18	4100-010-92	Approved Textbooks and Core Curricula Materials	\$147.21
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$27.98
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$24.99
55427	6/4/2019	Sylvan Learning Center (D.D. & S.)	Cleared	\$3,016.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$468.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$364.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$468.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$416.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$468.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$416.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$416.00
55423	6/4/2019	QUILL CORPORATION	Cleared	\$506.46	4100-010-92	Approved Textbooks and Core Curricula Materials	\$157.08
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$93.79
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$20.44
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$235.15
55418	6/4/2019	Microduino, Inc.	Cleared	\$236.47	4100-010-92	Approved Textbooks and Core Curricula Materials	\$80.54
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$155.93
55419	6/4/2019	Nasco Modesto	Cleared	\$820.84	4100-010-92	Approved Textbooks and Core Curricula Materials	\$107.76
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$415.24
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$297.84
55415	6/4/2019	LearningHerbs.com	Cleared	\$209.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$209.00
55411	6/4/2019	Lakeshore Learning Materials	Cleared	\$1,488.48	4100-010-92	Approved Textbooks and Core Curricula Materials	\$369.32
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$567.61
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$551.55

55408	6/4/2019	JacKris Publishing LLC	Cleared	\$895.56	4100-010-92	Approved Textbooks and Core Curricula Materials	\$58.62
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$21.99
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$103.45
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$341.39
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$99.99
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$58.62
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$211.50
55405	6/4/2019	Danielle Heney	Cleared	\$765.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$255.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$340.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$170.00
55402	6/4/2019	Homeschool Buyers Co-op	Cleared	\$328.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$155.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$44.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$41.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$44.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$44.00
55400	6/4/2019	Guitar Center Stores, Inc.	Cleared	\$136.48	4100-010-92	Approved Textbooks and Core Curricula Materials	\$136.48
55392	6/4/2019	Enabling Devices	Cleared	\$666.70	4100-010-92	Approved Textbooks and Core Curricula Materials	\$666.70
55397	6/4/2019	Gardener's Supply Company	Cleared	\$2,441.57	4100-010-92	Approved Textbooks and Core Curricula Materials	\$223.23
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$78.29
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$35.92
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$355.69
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$90.85
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$142.24
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$47.66
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$273.96
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$273.96
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$132.00

					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$142.24</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$49.95</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$144.55</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$142.24</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$149.02</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$159.77</b>
55395	6/4/2019	EdTech 101	Cleared	\$2,746.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$295.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$295.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$295.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$295.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$386.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$295.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$295.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$295.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$295.00</b>
55391	6/4/2019	Nancy Enoch	Cleared	\$510.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$135.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$250.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$125.00</b>
55386	6/4/2019	Down Right Dramatic LLC	Cleared	\$65.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$65.00</b>
55380	6/4/2019	B & H Foto & Electronics	Cleared	\$69.38	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$69.38</b>
55373	6/4/2019	Audiology Solutions LA	Cleared	\$1,500.00	5810-010-65	Educational Consultants	<b>\$1,500.00</b>
55370	6/4/2019	Auditory Processing Ctr. of Pasadena	Cleared	\$695.00	5810-010-65	Educational Consultants	<b>\$695.00</b>
55377	6/4/2019	Brainy Toys, Inc	Cleared	\$21.49	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$21.49</b>
55365	6/4/2019	Academics in a Box Inc.	Cleared	\$119.85	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$119.85</b>
55369	6/4/2019	Leslie C Vance	Cleared	\$760.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$35.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$40.00</b>



					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$360.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$40.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$285.00</b>
55366	6/4/2019	Adafruit Industries	Cleared	\$236.09	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$236.09</b>
55364	6/4/2019	Academy of Science for Kids, LLC	Cleared	\$536.39	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$536.39</b>
55363	6/4/2019	Allstate Building & Office Maintenance, Inc.	Cleared	\$500.00	5500-010-84	Operation and Housekeeping Services	<b>\$500.00</b>
55441	6/5/2019	World's Greatest Promotional Stuff	Cleared	\$539.24	4315-010-87	Classroom Materials and Supplies	<b>\$277.53</b>
					5815-010-80	Advertising/Recruiting	<b>\$261.71</b>
55442	6/6/2019	PBS SOCAL	Cleared	\$5,000.00	5815-010-80	Advertising/Recruiting	<b>\$5,000.00</b>
55443	6/7/2019	Green Acres Ranch Inc.	Cleared	\$1,245.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$220.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$220.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$180.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$220.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$405.00</b>
55444	6/10/2019	My Learning Studio	Cleared	\$36.00	4200-010-92	Books and Other Reference Materials	<b>\$36.00</b>
55445	6/10/2019	Anchor Counseling & Education Solutions, LLC	Cleared	\$14,481.25	5810-010-00	Educational Consultants	<b>\$14,481.25</b>
55461	6/11/2019	Creative Learning Place, Inc.	Cleared	\$3,030.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$560.00</b>
					4100-010-93	Approved Textbooks and Core Curricula Materials	<b>\$1,000.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$1,120.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$350.00</b>
55456	6/11/2019	Creative Creatures & Co.	Cleared	\$1,081.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$1,000.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$32.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$49.00</b>
55462	6/11/2019	Discount School Supply	Cleared	\$290.35	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$109.59</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$180.76</b>



55471	6/11/2019	40 Acres and a Mind, Inc.	Cleared	\$600.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$600.00
55472	6/11/2019	42 Development LLC	Outstanding	\$209.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$209.00
55450	6/11/2019	BLICK Art Materials	Cleared	\$1,528.19	4100-010-92	Approved Textbooks and Core Curricula Materials	\$129.55
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$103.96
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$254.07
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$121.49
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$262.79
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$146.15
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$129.55
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$164.53
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$216.10
55485	6/11/2019	Mad Dog Math	Cleared	\$259.99	4100-010-92	Approved Textbooks and Core Curricula Materials	\$9.99
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$250.00
55488	6/11/2019	Mathnasium of Foothill Ranch	Cleared	\$568.10	4100-010-92	Approved Textbooks and Core Curricula Materials	\$284.05
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$284.05
55487	6/11/2019	Robin Morgan	Cleared	\$300.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$300.00
55486	6/11/2019	McClure & Co.	Cleared	\$360.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$360.00
55463	6/11/2019	Simona Dlouha	Cleared	\$1,037.58	4100-010-92	Approved Textbooks and Core Curricula Materials	\$333.36
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$370.86
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$333.36
55492	6/11/2019	QUILL CORPORATION	Cleared	\$247.80	4100-010-92	Approved Textbooks and Core Curricula Materials	\$134.52
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$113.28
55495	6/11/2019	Recreational Music Center	Cleared	\$170.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$90.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$80.00
55496	6/11/2019	Really Good Stuff	Cleared	\$320.89	4100-010-92	Approved Textbooks and Core Curricula Materials	\$144.46
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$139.04
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$37.39

55498	6/11/2019	Specialized Therapy Services	Cleared	\$1,290.00	5810-010-85	Educational Consultants	\$1,290.00
55500	6/11/2019	So Cal Speech and Debate	Cleared	\$600.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$200.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$200.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$200.00
55499	6/11/2019	Rebecca Scott	Cleared	\$68.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$68.00
55501	6/11/2019	Silver Lakes Gymnastics	Cleared	\$200.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$200.00
55497	6/11/2019	Supercharged Science	Cleared	\$84.40	4100-010-92	Approved Textbooks and Core Curricula Materials	\$84.40
55493	6/11/2019	QBI, LLC	Cleared	\$1,100.00	5873-010-84	Financial Services	\$1,100.00
55474	6/11/2019	Brenda Harp	Cleared	\$152.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$152.00
55475	6/11/2019	Ivy Kids LLC	Cleared	\$79.90	4100-010-92	Approved Textbooks and Core Curricula Materials	\$79.90
55457	6/11/2019	Claremont Community School of Music	Cleared	\$453.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$108.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$108.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$108.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$129.00
55464	6/11/2019	Explorer Field Trips	Cleared	\$180.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$105.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$75.00
55465	6/11/2019	EMH Sports USA Inc	Cleared	\$246.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$30.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$30.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$30.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$33.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$30.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$30.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$30.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$33.00
55453	6/11/2019	Joyce Billman	Cleared	\$336.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$120.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$108.00

					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$108.00</b>
55447	6/11/2019	Adafruit Industries	Cleared	\$429.27	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$118.45</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$310.82</b>
55454	6/11/2019	Basic Education Concepts, LLC	Cleared	\$375.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$125.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$125.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$125.00</b>
55446	6/11/2019	Art of Problem Solving (AoPS Inc)	Cleared	\$400.23	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$75.23</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$325.00</b>
55448	6/11/2019	ABC Crate, LLC	Cleared	\$21.04	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$21.04</b>
55451	6/11/2019	Barnes & Noble, Inc.	Cleared	\$192.10	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$111.98</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$80.12</b>
55491	6/11/2019	Petals of Grace	Cleared	\$150.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$150.00</b>
55502	6/11/2019	Science-2-U	Cleared	\$660.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$220.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$220.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$220.00</b>
55494	6/11/2019	Rainbow Resource Center	Cleared	\$175.91	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$175.91</b>
55490	6/11/2019	Rebecca Odum LLC	Cleared	\$725.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$362.50</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$362.50</b>
55489	6/11/2019	Outschool, Inc.	Cleared	\$730.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$80.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$60.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$70.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$80.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$90.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$175.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$55.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$120.00</b>
55473	6/11/2019	Genius Box, Inc	Cleared	\$197.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$84.00</b>

					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$84.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$29.00</b>
55449	6/11/2019	Adventure 2 Learning, LLC	Cleared	\$349.30	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$349.30</b>
55479	6/11/2019	KiwiCo, Inc	Cleared	\$556.43	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$290.87</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$135.66</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$129.90</b>
55459	6/11/2019	Noelle Catiller	Cleared	\$195.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$65.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$65.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$65.00</b>
55466	6/11/2019	Endeavor Gymnastics	Cleared	\$164.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$82.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$82.00</b>
55481	6/11/2019	The LaunchPad Therapy for Kids	Cleared	\$1,215.00	5810-010-65	Educational Consultants	<b>\$1,215.00</b>
55482	6/11/2019	Chun H. Leung	Cleared	\$90.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$90.00</b>
55483	6/11/2019	ListoAmerica Inc.	Cleared	\$150.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$150.00</b>
55480	6/11/2019	Lake Arrowhead School of Dance	Cleared	\$60.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$60.00</b>
55458	6/11/2019	Crafty School Crates	Cleared	\$557.96	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$557.96</b>
55467	6/11/2019	Engineering For Kids-Inland Empire North	Cleared	\$250.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$125.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$125.00</b>
55452	6/11/2019	Blue Buoy Swim School	Cleared	\$705.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$165.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$135.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$135.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$135.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$135.00</b>
55468	6/11/2019	Chianese, Inc.	Cleared	\$825.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$225.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$600.00</b>
55460	6/11/2019	Coast Live Oak School, Inc.	Cleared	\$440.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$220.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$220.00</b>

55469	6/11/2019	Fat Brain Holdings, LLC	Cleared	\$121.92	4100-010-92	Approved Textbooks and Core Curricula Materials	\$121.92
55455	6/11/2019	Autumn Clements	Cleared	\$17.30	5807-010-65	Legal Settlements	\$17.30
55470	6/11/2019	Firestorm Freerunning & Acrobatics	Cleared	\$1,039.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$105.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$75.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$105.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$85.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$90.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$90.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$294.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$105.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$90.00
55484	6/11/2019	American Learning Centers	Cleared	\$80,295.37	4100-010-92	Approved Textbooks and Core Curricula Materials	\$280.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$287.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$276.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$308.75
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$283.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$283.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$276.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$275.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$251.66
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$272.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$280.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$251.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$306.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$306.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$251.00

4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$275.60</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$265.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$280.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$272.50</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$276.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$251.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$287.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$275.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$290.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$276.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$272.50</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$276.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$306.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$267.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$282.50</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$287.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$287.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$291.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$287.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$267.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$303.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$312.50</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$306.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$275.60</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$242.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$270.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$272.50</b>

4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$280.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$285.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$147.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$283.58</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$303.00</b>
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4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$280.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$280.00</b>
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4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$276.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$275.60</b>
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4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$251.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$292.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$295.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$304.00</b>
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4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$306.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$216.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$270.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$291.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$288.00</b>
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4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$290.00</b>
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4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$283.57</b>
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4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$180.00</b>
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4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$251.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$118.75</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$278.00</b>
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4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$280.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$335.75</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$304.00</b>



4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$280.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$265.00</b>
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4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$288.00</b>
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4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$138.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$267.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$282.50</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$282.50</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$291.00</b>

4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$280.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$280.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$312.50</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$270.00</b>
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4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$251.00</b>
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4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$267.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$280.00</b>
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4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$267.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$125.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$251.66</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$280.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$317.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$280.00</b>
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4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$276.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$275.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$275.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$246.46</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$280.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$304.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$275.60</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$288.00</b>

4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$287.00</b>
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4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$287.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$275.60</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$275.60</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$304.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$306.00</b>
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4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$270.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$293.41</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$267.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$280.00</b>
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4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$293.96</b>
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4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$280.00</b>
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4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$280.00</b>
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4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$286.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$280.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$282.50</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$278.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$280.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$280.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$125.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$290.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$276.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$288.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$280.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$280.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$275.60</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$280.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$299.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$274.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$125.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$275.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$280.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$283.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$312.50</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$306.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$299.00</b>

4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$282.50</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$276.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$251.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$291.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$280.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$280.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$335.75</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$276.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$272.50</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$280.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$306.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$280.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$282.50</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$282.50</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$291.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$275.60</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$280.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$280.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$287.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$275.60</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$288.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$291.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$280.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$125.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$275.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$270.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$276.00</b>

4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$299.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$280.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$280.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$279.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$298.96</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$283.58</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$275.60</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$299.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$278.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$280.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$280.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$335.75</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$303.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$280.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$275.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$280.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$280.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$276.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$303.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$251.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$275.60</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$265.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$251.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$280.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$306.00</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$275.60</b>
4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$290.00</b>

					4100-010-92	Approved Textbooks and Core Curricula Materials	\$291.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$291.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$291.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$287.00
55507	6/11/2019	Victoria Gramm's Music Studio	Cleared	\$60.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$30.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$30.00
55512	6/11/2019	Martha Zittel	Cleared	\$1,635.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$245.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$300.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$245.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$300.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$300.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$245.00
55511	6/11/2019	Workshops Investing In Socializing Homeschoolers	Outstanding	\$250.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$250.00
55504	6/11/2019	Tamora School of Irish Dance	Outstanding	\$125.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$125.00
55477	6/11/2019	Intense Algebra, LLC.	Cleared	\$48.75	4100-010-92	Approved Textbooks and Core Curricula Materials	\$48.75
55476	6/11/2019	Inspyr Arts LLC	Cleared	\$100.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$100.00
55478	6/11/2019	JL Media Services, LLC	Cleared	\$195.32	4100-010-92	Approved Textbooks and Core Curricula Materials	\$45.32
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$50.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$100.00
55508	6/11/2019	Well Trained Mind Press	Cleared	\$2,596.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$1,597.50
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$998.50
55509	6/11/2019	Winter Promise	Cleared	\$1,169.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$729.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$440.00
55510	6/11/2019	Wildfire Gymnastics	Cleared	\$594.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$113.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$92.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$92.00



					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$113.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$92.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$92.00</b>
55506	6/11/2019	Lauren Vargas	Cleared	\$400.00	4100-010-93	Approved Textbooks and Core Curricula Materials	<b>\$400.00</b>
55505	6/11/2019	Tricor Logistics, LLC	Cleared	\$54.24	5900-010-80	Communications (Tele., Internet, Copies,Postage,Messenger)	<b>\$6.24</b>
					5900-010-80	Communications (Tele., Internet, Copies,Postage,Messenger)	<b>\$48.00</b>
55503	6/11/2019	Two Little Hands Production	Cleared	\$259.98	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$99.99</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$159.99</b>
55513	6/12/2019	Autumn Clements	Cleared	\$103.30	5200-010-65	Travel and Conferences	<b>\$103.30</b>
55514	6/12/2019	Lance King	Cleared	\$1,500.00	5800-010-84	Professional/Consulting Services and Operating Expenditures	<b>\$1,500.00</b>
55515	6/13/2019	KiwiCo, Inc	Cleared	\$1,012.86	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$118.53</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$237.05</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$183.18</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$237.05</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$237.05</b>
55516	6/13/2019	Erina Kindreich	Cleared	\$253.33	5810-010-88	Educational Consultants	<b>\$253.33</b>
55517	6/13/2019	University of Phoenix, Inc.	Cleared	\$4,500.00	5602-010-87	Assessment Space Rental	<b>\$1,930.00</b>
					5602-010-87	Assessment Space Rental	<b>\$1,890.00</b>
					5602-010-87	Assessment Space Rental	<b>\$680.00</b>
55518	6/13/2019	Aiming Higher	Cleared	\$405.00	5807-010-65	Legal Settlements	<b>\$405.00</b>
55519	6/14/2019	Autumn Clements	Cleared	\$67.74	5200-010-65	Travel and Conferences	<b>\$67.74</b>
55520	6/14/2019	Law Office of Young, Minney & Corr	Cleared	\$8,425.07	5805-010-65	Legal Services	<b>\$4,679.50</b>
					5805-010-80	Legal Services	<b>\$3,745.57</b>
55575	6/17/2019	Mirus Toys	Outstanding	\$388.09	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$31.20</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$219.50</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$137.39</b>
55610	6/17/2019	YMCA of OC	Cleared	\$685.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$85.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$300.00</b>

					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$300.00</b>
55525	6/17/2019	Applied Inspirations, LLC	Cleared	\$541.22	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$541.22</b>
55576	6/17/2019	Money Munchkids	Cleared	\$92.60	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$92.60</b>
55577	6/17/2019	Murrieta Tennis Club	Cleared	\$120.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$120.00</b>
55539	6/17/2019	Coastal Music Studios	Cleared	\$1,260.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$140.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$140.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$140.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$140.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$140.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$140.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$140.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$140.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$140.00</b>
55529	6/17/2019	Baker Creek Heirloom Seeds	Cleared	\$31.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$31.00</b>
55543	6/17/2019	Mathnasium of Woodland Hills	Cleared	\$199.50	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$199.50</b>
55579	6/17/2019	Outschool, Inc.	Cleared	\$1,255.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$30.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$40.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$350.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$90.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$145.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$180.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$120.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$90.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$120.00</b>
55554	6/17/2019	Funnix LLC	Cleared	\$149.56	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$67.28</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$82.28</b>

55545	6/17/2019	Dannsair Dance Academy	Cleared	\$220.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$75.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$45.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$100.00
55556	6/17/2019	Guido's Martial Arts Academy	Cleared	\$2,294.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$750.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$750.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$150.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$298.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$196.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$150.00
55530	6/17/2019	Beautiful Feet Books	Cleared	\$79.64	4100-010-92	Approved Textbooks and Core Curricula Materials	\$79.64
55533	6/17/2019	Barnabas Robotics Inc	Cleared	\$172.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$53.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$53.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$66.00
55526	6/17/2019	Accomplish Math Learning Center	Cleared	\$160.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$160.00
55580	6/17/2019	OKU Education	Cleared	\$560.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$280.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$280.00
55581	6/17/2019	OCRA	Cleared	\$750.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$200.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$350.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$200.00
55523	6/17/2019	A Tree of Knowledge Educational Services, Inc	Cleared	\$1,245.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$495.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$750.00
55582	6/17/2019	Play Well TEKologies	Cleared	\$1,104.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$304.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$304.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$192.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$304.00
55540	6/17/2019	CrossFit Murrieta	Cleared	\$425.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$75.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$150.00

					4100-010-92	Approved Textbooks and Core Curricula Materials	\$100.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$100.00
55583	6/17/2019	Penelope Pauley	Cleared	\$800.00	4100-010-93	Approved Textbooks and Core Curricula Materials	\$800.00
55584	6/17/2019	Play toYour Health LLC	Cleared	\$1,645.60	4100-010-92	Approved Textbooks and Core Curricula Materials	\$232.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$232.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$150.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$150.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$185.60
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$232.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$232.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$232.00
55528	6/17/2019	Barnes & Noble, Inc.	Cleared	\$1,293.63	4100-010-92	Approved Textbooks and Core Curricula Materials	\$25.71
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$33.58
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$154.44
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$79.59
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$144.78
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$39.37
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$44.58
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$106.20
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$293.43
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$18.87
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$44.55
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$126.91
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$17.14
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$11.11
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$65.14
4100-010-92	Approved Textbooks and Core Curricula Materials	\$88.23					

55541	6/17/2019	Code Cauchos	Cleared	\$150.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$150.00
55542	6/17/2019	Sharlin Craig	Cleared	\$576.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$192.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$192.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$192.00
55522	6/17/2019	Academics in a Box Inc.	Cleared	\$359.55	4100-010-92	Approved Textbooks and Core Curricula Materials	\$359.55
55532	6/17/2019	Brain Builders Educational Programs	Cleared	\$918.50	4100-010-92	Approved Textbooks and Core Curricula Materials	\$78.75
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$80.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$78.75
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$80.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$125.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$313.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$83.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$80.00
55535	6/17/2019	Courtney Berney	Cleared	\$1,133.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$633.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$500.00
55534	6/17/2019	B&B Wenneberg Inc.	Cleared	\$429.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$250.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$179.00
55531	6/17/2019	Burbank Music Academy	Cleared	\$567.50	4100-010-92	Approved Textbooks and Core Curricula Materials	\$162.50
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$135.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$135.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$135.00
55555	6/17/2019	Guitar Ninjas	Cleared	\$135.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$135.00
55544	6/17/2019	Ramona Dickinson	Cleared	\$206.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$206.00
55578	6/17/2019	Marjorie Keene	Cleared	\$3,030.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$240.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$900.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$240.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$510.00

					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$510.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$630.00</b>
55572	6/17/2019	Chun H. Leung	Cleared	\$45.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$45.00</b>
55537	6/17/2019	Cynthia Dapello	Cleared	\$315.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$315.00</b>
55548	6/17/2019	Discovery of Learning	Cleared	\$475.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$475.00</b>
55597	6/17/2019	STEM Center USA	Outstanding	\$210.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$210.00</b>
55599	6/17/2019	Sandra S. Hansen	Cleared	\$230.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$230.00</b>
55600	6/17/2019	Second City Los Angeles Inc	Cleared	\$740.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$370.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$370.00</b>
55598	6/17/2019	Sylvan Learning Center	Cleared	\$355.25	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$355.25</b>
55603	6/17/2019	Tustin Volleyball Club LLC	Cleared	\$340.00	4100-010-93	Approved Textbooks and Core Curricula Materials	<b>\$340.00</b>
55604	6/17/2019	Traditional Equitation School	Cleared	\$460.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$246.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$214.00</b>
55605	6/17/2019	Nicole Lindsey Medeiros	Cleared	\$1,010.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$70.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$20.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$70.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$70.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$20.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$70.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$95.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$20.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$70.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$50.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$95.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$20.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$50.00</b>

					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$70.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$20.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$70.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$20.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$20.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$70.00</b>
55549	6/17/2019	Double L Ranch	Cleared	\$500.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$500.00</b>
55550	6/17/2019	Explorer Field Trips	Cleared	\$345.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$240.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$105.00</b>
55538	6/17/2019	Shane Cammell	Cleared	\$280.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$140.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$140.00</b>
55564	6/17/2019	Home School Coaches	Cleared	\$416.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$48.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$320.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$48.00</b>
55551	6/17/2019	Evan-Moor Educational Publishers	Cleared	\$99.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$99.00</b>
55553	6/17/2019	Firestorm Freerunning & Acrobatics	Cleared	\$934.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$90.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$294.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$75.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$105.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$75.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$105.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$85.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$105.00</b>
55566	6/17/2019	imm3rse.in	Cleared	\$449.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$449.00</b>
55567	6/17/2019	Jou Music Institute	Cleared	\$94.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$94.00</b>



55568	6/17/2019	Kids Institute for Development and Advancement LLC	Cleared	\$975.00	4100-010-92	Educational Consultants	\$975.00
55569	6/17/2019	Krav Maga Worldwide	Cleared	\$275.50	4100-010-92	Approved Textbooks and Core Curricula Materials	\$145.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$130.50
55552	6/17/2019	East West Ice Palace	Cleared	\$100.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$100.00
55570	6/17/2019	Language Door Inc	Cleared	\$800.00	4100-010-93	Approved Textbooks and Core Curricula Materials	\$800.00
55571	6/17/2019	Matthew Landin	Cleared	\$19.95	4100-010-92	Approved Textbooks and Core Curricula Materials	\$19.95
55606	6/17/2019	Tippi Toes West San Gabriel Valley	Cleared	\$357.34	4100-010-92	Approved Textbooks and Core Curricula Materials	\$203.34
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$154.00
55574	6/17/2019	MoxieBox Art	Cleared	\$149.88	4100-010-92	Approved Textbooks and Core Curricula Materials	\$149.88
55607	6/17/2019	Tutor Doctor Pasadena	Cleared	\$640.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$640.00
55608	6/17/2019	Carolyn Willett	Cleared	\$220.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$220.00
55609	6/17/2019	Young Lamplighters	Cleared	\$2,700.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$900.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$900.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$900.00
55573	6/17/2019	Mission Renaissance, Inc.	Cleared	\$255.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$255.00
55565	6/17/2019	Inspyr Arts LLC	Cleared	\$135.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$60.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$75.00
55602	6/17/2019	Teacher Created Resources	Cleared	\$69.38	4100-010-92	Approved Textbooks and Core Curricula Materials	\$69.38
55596	6/17/2019	Natalie Shohdy	Cleared	\$396.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$198.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$198.00
55587	6/17/2019	Sheri Louise Puls	Cleared	\$125.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$125.00
55588	6/17/2019	Pin It Maps LLC	Cleared	\$219.98	4100-010-92	Approved Textbooks and Core Curricula Materials	\$219.98
55589	6/17/2019	Rainbow Resource Center	Cleared	\$594.60	4100-010-92	Approved Textbooks and Core Curricula Materials	\$557.70
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$36.90
55590	6/17/2019	Kitchen Kid LLC	Cleared	\$433.62	4100-010-92	Approved Textbooks and Core Curricula Materials	\$144.54



					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$144.54</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$144.54</b>
55524	6/17/2019	Auberry Computer Repair	Cleared	\$480.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$480.00</b>
55591	6/17/2019	Rim of the World Recreation and Parks District	Cleared	\$140.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$70.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$70.00</b>
55592	6/17/2019	Studies Weekly, Inc.	Cleared	\$32.12	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$32.12</b>
55593	6/17/2019	Sound Roads Music	Cleared	\$325.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$325.00</b>
55595	6/17/2019	Samara Rice	Cleared	\$472.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$118.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$118.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$118.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$118.00</b>
55594	6/17/2019	Scientifics Direct	Cleared	\$43.95	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$43.95</b>
55563	6/17/2019	Homeschool Spanish Academy Inc.	Cleared	\$2,220.87	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$399.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$399.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$199.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$297.99</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$292.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$264.88</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$369.00</b>
55562	6/17/2019	History Unboxed	Cleared	\$167.70	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$167.70</b>
55561	6/17/2019	Huckleberry Center For Creative Learning	Cleared	\$1,159.78	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$194.78</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$355.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$355.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$122.50</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$132.50</b>
55527	6/17/2019	BLICK Art Materials	Cleared	\$954.56	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$254.07</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$117.24</b>

					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$209.21</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$119.97</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$254.07</b>
55585	6/17/2019	Parnassus Preparatory Academy	Cleared	\$302.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$302.00</b>
55586	6/17/2019	Pasadena Conservatory of Music Services	Cleared	\$606.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$206.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$400.00</b>
55547	6/17/2019	Desert Aquatics	Cleared	\$290.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$100.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$90.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$100.00</b>
55559	6/17/2019	Suzi Gearheart	Outstanding	\$366.66	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$305.55</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$61.11</b>
55546	6/17/2019	Dunn Enterprises Inc.	Cleared	\$131.10	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$65.55</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$65.55</b>
55560	6/17/2019	Gracie Del Mar LLC	Outstanding	\$120.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$120.00</b>
55558	6/17/2019	Alisha Gratehouse	Cleared	\$87.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$87.00</b>
55557	6/17/2019	Allison Goad	Cleared	\$120.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$120.00</b>
55536	6/17/2019	Candi Chavez	Cleared	\$375.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$125.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$125.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$125.00</b>
55611	6/19/2019	Autumn Clements	Cleared	\$469.66	5807-010-65	Legal Settlements	<b>\$17.39</b>
					5807-010-65	Legal Settlements	<b>\$51.66</b>
					5807-010-65	Legal Settlements	<b>\$223.06</b>
					5807-010-65	Legal Settlements	<b>\$90.00</b>
					5807-010-65	Legal Settlements	<b>\$54.05</b>
					5807-010-65	Legal Settlements	<b>\$33.50</b>
55612	6/19/2019	Time 4 Learning	Cleared	\$16,800.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$50.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$50.00</b>

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55613	6/20/2019	Erina Kindreich	Cleared	\$493.32	5810-010-88	Educational Consultants	<b>\$246.66</b>
					5807-010-65	Legal Settlements	<b>\$246.66</b>
55614	6/20/2019	Gary Garrigues, Esq.	Cleared	\$9,525.00	5805-010-80	Legal Services	<b>\$9,525.00</b>
55615	6/21/2019	Autumn Clements	Cleared	\$67.74	5200-010-65	Travel and Conferences	<b>\$67.74</b>
55693	6/25/2019	Robin Young	Cleared	\$570.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$240.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$240.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$90.00</b>
55649	6/25/2019	Brenda Harp	Cleared	\$76.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$76.00</b>
55694	6/25/2019	Water Court LLC	Cleared	\$8,980.81	9330-010	Prepaid Expenses	<b>\$8,980.81</b>
55657	6/25/2019	Justine Sherman & Associates	Cleared	\$780.00	5810-010-65	Educational Consultants	<b>\$780.00</b>
55658	6/25/2019	Justine Sherman & Associates	Cleared	\$1,040.00	5810-010-65	Educational Consultants	<b>\$1,040.00</b>
55659	6/25/2019	Learn Beyond The Book	Cleared	\$6,447.50	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$300.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$1,220.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$1,162.50</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$360.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$1,100.00</b>

					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$1,610.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$695.00</b>
55679	6/25/2019	Sylvan Learning Center (D.D. & S.)	Cleared	\$4,732.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$728.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$624.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$676.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$624.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$728.00</b>
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					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$624.00</b>
55650	6/25/2019	Natali Haddad	Cleared	\$135.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$135.00</b>
55651	6/25/2019	HomeSchool Association of California	Cleared	\$2,500.00	5815-010-80	Advertising/Recruiting	<b>\$2,500.00</b>
55652	6/25/2019	Inspire In-Home Tutoring, Inc.	Cleared	\$480.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$240.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$144.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$48.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$48.00</b>
55630	6/25/2019	Central Coast Language & Learning Center, Inc	Cleared	\$270.00	5810-010-65	Educational Consultants	<b>\$270.00</b>
55631	6/25/2019	City of Carson - Carson Event Center	Cleared	\$878.40	5812-040-90	Other Student Activities	<b>\$878.40</b>
55680	6/25/2019	Specialized Therapy Services	Cleared	\$1,603.75	5810-010-65	Educational Consultants	<b>\$1,603.75</b>
55682	6/25/2019	James Sanders	Outstanding	\$316.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$158.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$158.00</b>
55653	6/25/2019	Intro 2 Skateboarding	Cleared	\$2,203.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$230.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$50.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$50.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$137.50</b>



					4100-010-92	Approved Textbooks and Core Curricula Materials	\$50.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$200.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$50.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$50.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$80.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$140.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$137.50
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$100.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$350.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$50.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$50.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$268.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$50.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$160.00
55683	6/25/2019	Studio on the Hill	Cleared	\$1,682.50	4100-010-92	Approved Textbooks and Core Curricula Materials	\$90.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$188.75
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$300.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$85.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$71.25
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$102.50
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$300.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$85.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$90.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$300.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$70.00
55632	6/25/2019	Diamond Bar Country Vaulters	Cleared	\$900.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$500.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$400.00

55625	6/25/2019	B&B Wenneberg Inc.	Cleared	\$304.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$125.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$179.00
55633	6/25/2019	Digital Dragon	Cleared	\$220.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$220.00
55668	6/25/2019	Procopio, Cory, Hargreaves & Savitch LLP	Cleared	\$3,722.40	5805-010-80	Legal Services	\$3,722.40
55634	6/25/2019	Explorer Field Trips	Cleared	\$324.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$324.00
55635	6/25/2019	Nancy Enoch	Outstanding	\$649.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$249.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$400.00
55626	6/25/2019	Bach to Rock	Cleared	\$663.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$195.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$156.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$156.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$156.00
55621	6/25/2019	Brain Builders Educational Programs	Cleared	\$698.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$80.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$25.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$319.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$114.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$80.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$80.00
55684	6/25/2019	Tiffany Helene Somerville	Cleared	\$800.00	4100-010-93	Approved Textbooks and Core Curricula Materials	\$800.00
55686	6/25/2019	Soaring Minds Education	Cleared	\$5,395.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$730.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$130.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$830.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$600.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$175.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$600.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$175.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$175.00

					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$930.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$1,050.00</b>
55685	6/25/2019	Smart Sprouts	Cleared	\$150.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$150.00</b>
55638	6/25/2019	Endless Fitness	Cleared	\$1,330.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$256.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$30.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$30.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$192.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$192.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$60.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$240.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$300.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$30.00</b>
55622	6/25/2019	Bridges Equestrian Inc	Cleared	\$250.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$250.00</b>
55623	6/25/2019	Barnabas Robotics Inc	Cleared	\$450.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$450.00</b>
55627	6/25/2019	Cogito International Inc.	Cleared	\$800.00	4100-010-93	Approved Textbooks and Core Curricula Materials	<b>\$800.00</b>
55628	6/25/2019	California Oaks Vision Center of Optometry	Cleared	\$750.00	5810-010-65	Educational Consultants	<b>\$250.00</b>
					5810-010-65	Educational Consultants	<b>\$500.00</b>
55618	6/25/2019	A Tree of Knowledge Educational Services, Inc	Cleared	\$960.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$375.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$585.00</b>
55687	6/25/2019	Traditional Equitation School	Cleared	\$492.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$492.00</b>
55629	6/25/2019	CodeWizardsHQ Inc.	Outstanding	\$1,041.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$297.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$297.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$447.00</b>
55620	6/25/2019	Barnes & Noble, Inc.	Cleared	\$329.09	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$35.13</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$104.57</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$144.87</b>

					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$44.52</b>
55616	6/25/2019	Acorn Naturalist	Cleared	\$405.28	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$405.28</b>
55688	6/25/2019	Nicole Lindsey Medeiros	Cleared	\$925.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$150.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$125.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$150.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$375.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$125.00</b>
55670	6/25/2019	Penelope Pauley	Cleared	\$25.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$25.00</b>
55669	6/25/2019	Performing Arts Empire	Cleared	\$1,407.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$141.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$77.50</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$485.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$141.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$77.50</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$485.00</b>
55681	6/25/2019	Simply Coding Inc.	Cleared	\$200.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$100.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$100.00</b>
55678	6/25/2019	Sparkletts	Cleared	\$42.99	4300-010-84	Materials and Supplies	<b>\$42.99</b>
55665	6/25/2019	Noonan Family Swim School Inc	Cleared	\$1,044.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$82.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$218.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$82.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$82.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$82.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$82.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$164.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$170.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$82.00</b>
55645	6/25/2019	Green Kid Crafts	Cleared	\$139.23	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$139.23</b>

55647	6/25/2019	Huckleberry Center For Creative Learning	Cleared	\$1,272.50	4100-010-92	Approved Textbooks and Core Curricula Materials	\$785.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$237.50
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$250.00
55619	6/25/2019	A+In Home Tutors	Cleared	\$2,990.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$195.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$65.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$520.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$195.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$195.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$195.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$455.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$325.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$325.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$390.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$130.00
55617	6/25/2019	Leslie C Vance	Cleared	\$3,763.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$114.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$360.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$300.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$40.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$210.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$114.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$280.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$35.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$70.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$210.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$360.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$280.00
4100-010-92	Approved Textbooks and Core Curricula Materials	\$250.00					

					4100-010-92	Approved Textbooks and Core Curricula Materials	\$420.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$620.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$100.00
55648	6/25/2019	Hansen Dam Riding School	Cleared	\$425.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$425.00
55689	6/25/2019	Temecula Valley Therapy Services	Cleared	\$1,875.00	5810-010-65	Educational Consultants	\$1,875.00
55690	6/25/2019	WM Music Lessons	Cleared	\$3,850.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$800.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$275.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$275.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$275.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$600.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$250.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$600.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$275.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$250.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$250.00
55675	6/25/2019	Play-based Learning Academy LLC	Cleared	\$5,914.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$1,625.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$884.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$1,780.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$1,625.00
55674	6/25/2019	Palette Station LLC	Cleared	\$186.54	4100-010-92	Approved Textbooks and Core Curricula Materials	\$186.54
55654	6/25/2019	Inspyr Arts LLC	Cleared	\$200.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$200.00
55666	6/25/2019	Nature Pathways, LLC.	Cleared	\$735.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$150.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$585.00
55676	6/25/2019	Perfect 10 Gymnastics Training Center	Cleared	\$333.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$111.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$111.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$111.00
55655	6/25/2019	Infinity Kids	Outstanding	\$160.00	5810-010-65	Educational Consultants	\$160.00

55667	6/25/2019	Outschool, Inc.	Cleared	\$2,530.50	4100-010-92	Approved Textbooks and Core Curricula Materials	\$130.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$100.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$350.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$47.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$200.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$350.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$120.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$13.50
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$175.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$55.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$225.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$175.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$120.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$170.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$130.00
4100-010-92	Approved Textbooks and Core Curricula Materials	\$170.00					
55691	6/25/2019	Wildfire Gymnastics	Cleared	\$297.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$92.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$92.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$113.00
55677	6/25/2019	The Rinks	Cleared	\$1,604.25	4100-010-92	Approved Textbooks and Core Curricula Materials	\$768.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$113.75
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$80.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$82.50
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$120.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$320.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$120.00
55692	6/25/2019	YMCA of OC	Cleared	\$85.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$85.00



55656	6/25/2019	JL Media Services, LLC	Cleared	\$250.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$200.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$50.00
55646	6/25/2019	Gregoire Combatives	Cleared	\$138.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$138.00
55661	6/25/2019	The Little Gym of Fresno	Outstanding	\$1,397.90	4100-010-92	Approved Textbooks and Core Curricula Materials	\$302.40
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$336.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$136.50
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$350.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$273.00
55660	6/25/2019	Lil' Chef School	Cleared	\$300.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$300.00
55642	6/25/2019	Function Junction	Cleared	\$980.20	5810-010-65	Educational Consultants	\$980.20
55643	6/25/2019	Green Acres Ranch Inc.	Cleared	\$540.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$540.00
55644	6/25/2019	Allison Goad	Cleared	\$60.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$60.00
55662	6/25/2019	Mathnasium of Clovis-Fresno	Cleared	\$265.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$265.00
55663	6/25/2019	Monart School of Art	Cleared	\$300.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$150.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$150.00
55664	6/25/2019	Mollie Stiso Art	Cleared	\$245.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$245.00
55639	6/25/2019	East West Ice Palace	Cleared	\$100.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$100.00
55640	6/25/2019	40 Acres and a Mind, Inc.	Cleared	\$600.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$300.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$300.00
55624	6/25/2019	Blue Buoy Swim School	Cleared	\$284.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$135.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$82.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$67.00
55641	6/25/2019	Freedom in Motion Gym, LLC	Cleared	\$495.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$198.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$297.00
55637	6/25/2019	EdTech 101	Cleared	\$4,130.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$295.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$295.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$295.00



					4100-010-92	Approved Textbooks and Core Curricula Materials	\$295.00
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					4100-010-92	Approved Textbooks and Core Curricula Materials	\$295.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$295.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$295.00
55672	6/25/2019	Playcorps, LLC	Cleared	\$562.50	4100-010-92	Approved Textbooks and Core Curricula Materials	\$562.50
55673	6/25/2019	Precision Gymnastics	Cleared	\$1,721.75	4100-010-92	Approved Textbooks and Core Curricula Materials	\$113.75
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$53.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$27.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$68.25
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$173.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$91.75
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$45.50
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$40.50
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$40.50
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$45.50
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$141.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$54.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$27.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$40.50
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$101.25

					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$40.50</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$113.75</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$113.75</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$54.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$68.25</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$45.50</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$178.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$45.50</b>
55636	6/25/2019	Kathleen Elliott	Cleared	\$495.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$495.00</b>
55671	6/25/2019	Piano4Everyone Conejo Valley	Cleared	\$1,760.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$640.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$560.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$560.00</b>
55695	6/26/2019	K12 Management, Inc.	Cleared	\$27,956.00	4410-030-91	Software and Software Licensing	<b>\$5,184.00</b>
					4410-020-91	Software and Software Licensing	<b>\$7,220.00</b>
					4410-040-91	Software and Software Licensing	<b>\$15,552.00</b>
55696	6/26/2019	Specialized Therapy Services	Cleared	\$1,502.50	5810-010-65	Educational Consultants	<b>\$1,502.50</b>
55697	6/26/2019	Erina Kindreich	Cleared	\$440.00	5810-010-88	Educational Consultants	<b>\$240.00</b>
					5807-010-65	Legal Settlements	<b>\$200.00</b>
55698	6/27/2019	Autumn Clements	Cleared	\$101.62	5200-010-65	Travel and Conferences	<b>\$101.62</b>
55700	6/28/2019	Oxford Consulting Services Inc.	Cleared	\$9,738.33	5810-010-65	Educational Consultants	<b>\$9,738.33</b>
55699	6/28/2019	Anchor Counseling & Education Solutions, LLC	Cleared	\$15,171.25	5810-010-00	Educational Consultants	<b>\$15,171.25</b>
55702	6/28/2019	William A. Redford	Cleared	\$8,000.00	5800-010-80	Professional/Consulting Services and Operating Expenditures	<b>\$8,000.00</b>
55701	6/28/2019	Presence Learning, Inc.	Cleared	\$12,021.00	5810-020-65	Educational Consultants	<b>\$12,021.00</b>
55703	6/28/2019	Lance King	Cleared	\$1,500.00	5800-010-84	Professional/Consulting Services and Operating Expenditures	<b>\$1,500.00</b>
55738	7/1/2019	Cynthia Ford	Cleared	\$495.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$495.00</b>
55739	7/1/2019	Greener STEMS	Cleared	\$950.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$950.00</b>

55765	7/1/2019	Recreational Music Center	Cleared	\$80.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$80.00
55766	7/1/2019	Success Learning Center	Cleared	\$396.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$396.00
55767	7/1/2019	Simply Coding Inc.	Cleared	\$300.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$100.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$100.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$100.00
55740	7/1/2019	Guided Discoveries, Inc	Cleared	\$155.00	5830-010-90	Field Trip Expenses	\$155.00
55768	7/1/2019	Showbiz Kids	Cleared	\$110.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$110.00
55769	7/1/2019	Sundance Hills Equestrian Center	Cleared	\$720.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$240.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$160.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$160.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$160.00
55741	7/1/2019	Gryphon Fitness Studio	Outstanding	\$420.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$180.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$240.00
55707	7/1/2019	Accomplish Math Learning Center	Cleared	\$120.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$120.00
55770	7/1/2019	San Diego Creative Arts Project	Cleared	\$187.50	4100-010-92	Approved Textbooks and Core Curricula Materials	\$187.50
55771	7/1/2019	Rebecca Starbeck	Outstanding	\$325.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$325.00
55772	7/1/2019	Shakespeare Kids	Outstanding	\$515.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$257.50
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$257.50
55716	7/1/2019	Joyce Billman	Cleared	\$500.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$250.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$250.00
55773	7/1/2019	Silver Lakes Gymnastics	Cleared	\$150.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$150.00
55774	7/1/2019	Shine! Theatre	Cleared	\$200.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$200.00
55723	7/1/2019	Sharlin Craig	Cleared	\$420.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$140.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$140.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$140.00
55705	7/1/2019	California Athletics	Cleared	\$480.00	4100-010-93	Approved Textbooks and Core Curricula Materials	\$480.00

55717	7/1/2019	Be A Maker Club LLC	Cleared	\$275.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$275.00
55777	7/1/2019	Terra Arts Foundation	Outstanding	\$460.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$230.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$230.00
55776	7/1/2019	Sports Academy Thousand Oaks, LLC	Cleared	\$100.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$100.00
55778	7/1/2019	Tamora School of Irish Dance	Outstanding	\$125.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$125.00
55779	7/1/2019	The Music Abode	Cleared	\$525.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$175.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$175.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$175.00
55725	7/1/2019	College Cafe Inc.	Outstanding	\$500.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$500.00
55780	7/1/2019	Tutor Doctor Pasadena	Cleared	\$128.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$128.00
55781	7/1/2019	Tempest Freerunning Academy	Cleared	\$550.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$550.00
55782	7/1/2019	Urban Homeschoolers	Cleared	\$544.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$108.80
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$435.20
55726	7/1/2019	Department of Justice	Cleared	\$64.00	5874-010-90	Personnel Services	\$32.00
					5874-010-65	Personnel Services	\$32.00
55783	7/1/2019	Valverde School of Performing Arts	Cleared	\$3,349.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$81.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$108.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$427.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$189.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$203.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$189.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$433.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$216.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$46.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$439.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$206.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$108.00

					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$23.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$92.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$108.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$92.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$189.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$200.00</b>
55718	7/1/2019	Centerline Martial Arts Inc.	Cleared	\$198.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$198.00</b>
55704	7/1/2019	Allstate Building & Office Maintenance, Inc.	Cleared	\$437.50	5500-010-84	Operation and Housekeeping Services	<b>\$437.50</b>
55727	7/1/2019	Diamond Bar Country Vaulters	Cleared	\$350.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$150.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$200.00</b>
55724	7/1/2019	Central Coast Language & Learning Center, Inc.	Cleared	\$90.00	5810-010-65	Educational Consultants	<b>\$90.00</b>
55775	7/1/2019	Spring Valley Lake Country Club	Cleared	\$3,270.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$150.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$150.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$2,220.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$750.00</b>
55713	7/1/2019	BrainStorm Studios LLC	Cleared	\$199.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$199.00</b>
55764	7/1/2019	ProConnic Natural Health	Cleared	\$875.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$875.00</b>
55756	7/1/2019	Matrix Gymnastics LLC	Cleared	\$766.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$766.00</b>
55757	7/1/2019	Murrieta Academy of Music, Inc.	Cleared	\$1,224.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$261.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$261.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$351.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$351.00</b>
55711	7/1/2019	Academy of Creative Education	Cleared	\$400.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$200.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$200.00</b>
55709	7/1/2019	Aqua Wave Swim School	Cleared	\$1,016.50	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$240.75</b>

					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$240.75</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$535.00</b>
55758	7/1/2019	Play Well TEKologies	Cleared	\$340.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$170.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$170.00</b>
55722	7/1/2019	CrossFit Murrieta	Cleared	\$1,016.55	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$216.55</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$350.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$100.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$250.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$100.00</b>
55759	7/1/2019	Presence Learning, Inc.	Cleared	\$2,455.69	5810-010-65	Educational Consultants	<b>\$85.00</b>
					5810-010-65	Educational Consultants	<b>\$2,370.69</b>
55728	7/1/2019	Drama Kids of South OC	Cleared	\$60.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$60.00</b>
55760	7/1/2019	Piano4Everyone Conejo Valley	Outstanding	\$560.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$560.00</b>
55761	7/1/2019	Precision Learning Academy	Cleared	\$1,319.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$90.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$90.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$55.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$160.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$250.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$320.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$134.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$90.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$130.00</b>
55729	7/1/2019	Dannsair Dance Academy	Cleared	\$100.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$100.00</b>
55784	7/1/2019	WriteAtHome, Inc.	Cleared	\$578.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$289.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$289.00</b>
55730	7/1/2019	Desert Aquatics	Cleared	\$390.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$100.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$100.00</b>

					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$90.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$100.00</b>
55785	7/1/2019	Workshops Investing In Socializing Homeschoolers	Outstanding	\$250.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$250.00</b>
55786	7/1/2019	YMCA of OC	Cleared	\$385.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$300.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$85.00</b>
55787	7/1/2019	Youth Science Center	Cleared	\$149.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$149.00</b>
55788	7/1/2019	APEX School of Movement, San Diego	Cleared	\$286.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$82.50</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$110.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$93.50</b>
55712	7/1/2019	BLICK Art Materials	Cleared	\$7.69	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$7.69</b>
55734	7/1/2019	El Camino Ranch, LLC	Cleared	\$225.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$225.00</b>
55735	7/1/2019	EdTec Inc.	Cleared	\$1,300.00	5800-010-80	Professional/Consulting Services and Operating Expenditures	<b>\$1,300.00</b>
55736	7/1/2019	For The Love Of Words	Cleared	\$240.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$240.00</b>
55737	7/1/2019	Laura Fischer	Cleared	\$125.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$125.00</b>
55762	7/1/2019	Petra Poschmann	Cleared	\$173.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$173.00</b>
55763	7/1/2019	Perfect 10 Gymnastics Training Center	Cleared	\$666.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$222.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$222.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$222.00</b>
55789	7/1/2019	Charter School Management Corporation	Cleared	\$30,000.00	5873-020-00	Financial Services	<b>\$30,000.00</b>
55715	7/1/2019	Build It Workspace, Inc.	Cleared	\$550.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$75.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$250.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$150.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$75.00</b>
55748	7/1/2019	KidsArt -Rancho Cucamonga	Cleared	\$133.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$133.00</b>
55749	7/1/2019	Krav Maga Worldwide	Cleared	\$551.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$130.50</b>



					4100-010-92	Approved Textbooks and Core Curricula Materials	\$145.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$145.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$130.50
55733	7/1/2019	EdTech 101	Cleared	\$12,966.01	4100-010-92	Approved Textbooks and Core Curricula Materials	\$295.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$386.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$295.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$295.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$295.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$295.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$295.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$295.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$295.00
					4430-010-86	Noncapitalized Student Equipment	\$199.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$295.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$295.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$295.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$295.00
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					4100-010-92	Approved Textbooks and Core Curricula Materials	\$295.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$295.00
					4430-010-86	Noncapitalized Student Equipment	\$310.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$295.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$382.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$295.00



					4100-010-92	Approved Textbooks and Core Curricula Materials	\$295.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$295.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$295.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$295.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$295.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$295.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$295.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$1,178.01
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$295.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$295.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$295.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$295.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$295.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$295.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$295.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$386.00
55706	7/1/2019	A+In Home Tutors	Cleared	\$910.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$910.00
55721	7/1/2019	Shane Cammell	Cleared	\$840.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$350.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$140.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$210.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$140.00
55750	7/1/2019	Lake Arrowhead School of Dance	Outstanding	\$30.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$30.00
55751	7/1/2019	McRory Pediatric Services, Inc.	Cleared	\$1,397.50	5810-010-65	Educational Consultants	\$1,397.50
55752	7/1/2019	Moken Enterprises Inc.	Cleared	\$19.95	4100-010-92	Approved Textbooks and Core Curricula Materials	\$19.95
55754	7/1/2019	Maderas Golf Club	Cleared	\$337.36	5812-020-90	Other Student Activities	\$337.36
55755	7/1/2019	Mathnasium of Foothill Ranch	Cleared	\$1,136.20	4100-010-92	Approved Textbooks and Core Curricula Materials	\$568.10
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$568.10

55753	7/1/2019	Mathnasium of Clovis-Fresno	Cleared	\$132.50	4100-010-92	Approved Textbooks and Core Curricula Materials	\$132.50
55747	7/1/2019	Jazzedge Corp	Cleared	\$399.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$399.00
55744	7/1/2019	Inspire In-Home Tutoring, Inc.	Cleared	\$576.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$384.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$192.00
55708	7/1/2019	Anna Malkova	Cleared	\$900.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$60.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$840.00
55745	7/1/2019	Intense Algebra, LLC.	Cleared	\$195.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$97.50
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$97.50
55732	7/1/2019	Nancy Enoch	Outstanding	\$250.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$250.00
55746	7/1/2019	iCreate	Cleared	\$70.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$70.00
55714	7/1/2019	Burbank Music Academy	Cleared	\$817.50	4100-010-92	Approved Textbooks and Core Curricula Materials	\$135.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$162.50
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$135.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$250.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$135.00
55731	7/1/2019	Drivers Ed Direct, LLC	Outstanding	\$1,147.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$669.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$478.00
55743	7/1/2019	Home School Coaches	Cleared	\$320.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$320.00
55720	7/1/2019	Claremont Community School of Music	Cleared	\$561.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$129.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$216.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$108.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$108.00
55719	7/1/2019	Conejo Recreation & Park District	Cleared	\$140.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$140.00
55742	7/1/2019	Guitar Center Stores, Inc.	Outstanding	\$2,513.23	4100-010-92	Approved Textbooks and Core Curricula Materials	\$519.98
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$119.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$476.00

					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$714.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$208.25</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$476.00</b>
55790	7/3/2019	Autumn Clements	Cleared	\$67.74	5200-010-65	Travel and Conferences	<b>\$67.74</b>
55791	7/5/2019	Global Teletherapy	Cleared	\$9,543.40	5810-010-65	Educational Consultants	<b>\$9,543.40</b>
55806	7/9/2019	Tricor Logistics, LLC	Cleared	\$18.14	5900-040-80	Communications (Tele., Internet, Copies,Postage,Messenger)	<b>\$16.05</b>
					5900-010-80	Communications (Tele., Internet, Copies,Postage,Messenger)	<b>\$2.09</b>
55792	7/9/2019	Aspire Speech & Learning Center	Cleared	\$650.00	5810-010-65	Educational Consultants	<b>\$650.00</b>
55794	7/9/2019	Artistic Expressions Dance Studio	Cleared	\$434.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$164.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$270.00</b>
55801	7/9/2019	Mission Renaissance, Inc.	Cleared	\$127.50	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$127.50</b>
55802	7/9/2019	Linden Nowell	Cleared	\$400.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$200.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$200.00</b>
55793	7/9/2019	Arts & Learning Conservatory	Outstanding	\$300.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$300.00</b>
55803	7/9/2019	Rebecca Odum LLC	Outstanding	\$725.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$725.00</b>
55804	7/9/2019	Riverside Dance Academy	Cleared	\$60.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$60.00</b>
55805	7/9/2019	Torrance-South Bay YMCA	Cleared	\$106.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$106.00</b>
55800	7/9/2019	Firestorm Freerunning & Acrobatics	Cleared	\$1,114.00	4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$45.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$105.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$90.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$85.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$45.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$90.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$105.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$105.00</b>
					4100-010-92	Approved Textbooks and Core Curricula Materials	<b>\$294.00</b>

					4100-010-92	Approved Textbooks and Core Curricula Materials	\$105.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$45.00
55796	7/9/2019	Barnes & Noble, Inc.	Cleared	\$123.30	4100-010-92	Approved Textbooks and Core Curricula Materials	\$123.30
55797	7/9/2019	California Oaks Vision Center of Optometry	Cleared	\$625.00	5810-010-65	Educational Consultants	\$500.00
					5810-010-65	Educational Consultants	\$125.00
55795	7/9/2019	Alpenspruce Education Solutions, Inc.	Cleared	\$2,800.00	4410-010-85	Software and Software Licensing	\$2,800.00
55799	7/9/2019	Brent Michael Cooper	Cleared	\$3,000.00	5810-010-65	Educational Consultants	\$3,000.00
55807	7/9/2019	Erina Kindreich	Cleared	\$560.00	5810-010-88	Educational Consultants	\$380.00
					5807-010-65	Legal Settlements	\$180.00
55798	7/9/2019	Double L Ranch	Cleared	\$816.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$500.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$316.00
55808	7/10/2019	Clarix Technologies	Cleared	\$25,200.00	4410-010-88	Software and Software Licensing	\$25,200.00
55809	7/11/2019	Law Office of Young, Minney & Corr	Cleared	\$21,437.22	5805-010-65	Legal Services	\$6,027.00
					5805-010-80	Legal Services	\$15,410.22
55810	7/11/2019	Anchor Counseling & Education Solutions, LLC	Cleared	\$20,467.50	5810-010-00	Educational Consultants	\$20,467.50
55811	7/12/2019	Autumn Clements	Cleared	\$137.17	5200-010-65	Travel and Conferences	\$137.17
55812	7/15/2019	Accrediting Commission for Schools	Outstanding	\$160.00	5300-070-80	Dues and Memberships, Yolo County	\$160.00
55815	7/15/2019	The LaunchPad Therapy for Kids	Outstanding	\$945.00	5810-010-65	Educational Consultants	\$945.00
55813	7/15/2019	CADA Central	Cleared	\$250.00	5300-010-80	Dues and Memberships	\$250.00
55814	7/15/2019	Kids Institute for Development and Advancement LLC	Cleared	\$390.00	5810-010-65	Educational Consultants	\$390.00
55816	7/15/2019	Patricia Thron	Outstanding	\$525.00	5810-010-65	Educational Consultants	\$525.00
55817	7/17/2019	Edgenuity Inc.	Cleared	\$18,200.00	4100-010-88	Approved Textbooks and Core Curricula Materials	\$18,200.00
55818	7/17/2019	Erina Kindreich	Cleared	\$346.66	5807-010-65	Legal Settlements	\$90.66
					5810-010-88	Educational Consultants	\$256.00

55819	7/18/2019	Oxford Consulting Services Inc.	Cleared	\$8,610.42	5810-010-65	Educational Consultants	\$8,610.42
55820	7/19/2019	Republic Indemnity Co Of America	Cleared	\$7,601.40	3603-010-84	Worker Compensation Insurance	\$7,601.40
55831	7/24/2019	Infinity Kids	Outstanding	\$1,280.00	5810-010-65	Educational Consultants	\$1,280.00
55827	7/24/2019	Adobe Inc.	Outstanding	\$2,496.00	5877-010-94	IT Services	\$2,496.00
55824	7/24/2019	Accrediting Commission for Schools	Outstanding	\$1,510.00	5300-020-80	Dues and Memberships	\$1,510.00
55822	7/24/2019	Jacqueline Granda	Outstanding	\$689.47	5200-010-65	Travel and Conferences	\$689.47
55821	7/24/2019	Water Court LLC	Outstanding	\$8,980.81	5600-010-84	Space Rental/Leases Expense	\$8,980.81
55826	7/24/2019	Anchor Counseling & Education Solutions, LLC	Outstanding	\$4,512.50	5810-010-00	Educational Consultants	\$1,656.25
					5810-010-00	Educational Consultants	\$2,856.25
55823	7/24/2019	World's Greatest Promotional Stuff	Outstanding	\$1,505.63	5210-010-84	Training and Development Expense	\$1,505.63
55829	7/24/2019	Discovery Cube Ocean Quest	Outstanding	\$180.00	5830-010-90	Field Trip Expenses	\$180.00
55830	7/24/2019	Global Teletherapy	Outstanding	\$4,627.00	5810-010-65	Educational Consultants	\$4,627.00
55828	7/24/2019	Department of Justice	Outstanding	\$128.00	5874-010-94	Personnel Services	\$32.00
					5874-010-65	Personnel Services	\$32.00
					5874-010-85	Personnel Services	\$32.00
					5874-010-94	Personnel Services	\$32.00
55825	7/24/2019	Accrediting Commission for Schools	Outstanding	\$950.00	5300-020-80	Dues and Memberships	\$950.00
55833	7/24/2019	Procopio, Cory, Hargreaves & Savitch LLP	Outstanding	\$1,652.40	5805-010-80	Legal Services	\$1,652.40
55832	7/24/2019	Oxford Consulting Services Inc.	Outstanding	\$370.83	5810-010-65	Educational Consultants	\$370.83
55835	7/26/2019	Oxford Consulting Services Inc.	Outstanding	\$10,180.00	5810-010-65	Educational Consultants	\$10,180.00
55834	7/26/2019	EdTech 101	Outstanding	\$119,996.00	4400-010-00	Noncapitalized Equipment	\$119,996.00
55837	7/26/2019	Presence Learning, Inc.	Outstanding	\$8,839.50	5810-010-65	Educational Consultants	\$8,839.50
55836	7/26/2019	Orange Center School District	Outstanding	\$30,614.68	5875-010-00	District Oversight Fee	\$30,614.68
55838	7/29/2019	Accrediting Commission for Schools	Outstanding	\$1,070.00	5300-040-80	Dues and Memberships	\$1,070.00
55842	7/29/2019	ZOHO Corporation	Outstanding	\$300.00	5877-010-86	IT Services	\$300.00

55839	7/29/2019	County Of Ventura	Outstanding	\$228.71	5890-010-00	Interest Expense/Fees	\$228.71
55841	7/29/2019	Specialized Therapy Services	Outstanding	\$1,296.25	5810-010-65	Educational Consultants	\$1,296.25
55840	7/29/2019	K12 Management, Inc.	Outstanding	\$27,814.00	4410-020-00	Software and Software Licensing	\$7,220.00
					4410-030-00	Software and Software Licensing	\$5,042.00
					4410-040-00	Software and Software Licensing	\$15,552.00
55843	7/31/2019	California Department Of Tax & Fee Admin.	Outstanding	\$1,295.96	5890-010-84	Interest Expense/Fees	\$1,295.96
<b>Total Check Amount</b>				<b>\$955,393.38</b>	<b>Total GL Amount</b>		<b>\$955,593.38</b>



## K-12 Online

# Scholar Handbook

## 2019-20

CCS of Los Angeles \* CCS of San Diego \* CCS of Yolo

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850 Hampshire Road, Suite P

Thousand Oaks, CA 91361

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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 (“CCS,” “Compass,” “Charter School,” or the “School”) your school of choice. I am proud to be the Superintendent & CEO of CCS, and I am looking forward to working with our staff to provide a quality non-classroom-based independent study program to every scholar we serve. Everyone here at CCS is committed to creating a nurturing environment as we work with you to meet the learning needs of your scholar(s).

### CCS Vocabulary

Like any school, Compass Charter Schools has its own unique culture. To help you understand part of the culture of CCS it is important you understand our use of the following key terms:

**Learning Coach** - Parents and guardians are known as the “Learning Coach” for their children and they are an integral part of their children’s success at CCS. Since we are an independent study school, much of the learning is facilitated by the Learning Coach.

**Scholar** - At CCS we choose to refer to each student as a “scholar.” 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.

**Learning Management System (“LMS”)** - is a computer program used to deliver education courses from the teacher to the scholar. It helps keep the learning organized and allow the teacher to create, adjust, and assign lessons and grades to the scholar.

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

**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.

**Charter** – At CCS, 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 charter school, it is important that we all work together for the future of our scholars. Charter schools operate under a charter, or contract, with a school district that allows them to operate with some freedoms that district schools do not have, however strong academic results and promises made in the charter must be met as part of that contract. 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.

We have a great leadership team:

- Ms. Ashley Daugherty, our Online K-8 Coordinator, who coordinates the elementary and middle school academic programs

- Mrs. Janae Smith, our Online High School Coordinator, who coordinates the high school academic program
- Mrs. Erin Smith, our Director of Online Learning
- Dr. Aviva Ebner, our Assistant Superintendent & Chief Academic Officer

I encourage you to visit our website's *Meet Our Team* page to learn more about our terrific teachers along with great support staff who are here to help guide your educational experience at Compass Charter Schools!

Thank you again for choosing CCS. We look forward to being part of your and your scholar's educational journey!

Forever Loud & Proud,

J.J. Lewis, M.Ed.  
Superintendent & CEO  
@lewis1jj

## 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 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.

## Core Values

Achievement  
Communication  
Integrity  
Respect  
Teamwork

## Pledge of Excellence

CCS 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 members adhere to the provisions of the pledge. Commitment to ethical professional conduct is the goal of these schools. The Code is intended to serve as a basis for ethical decisions in the running of 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, and 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 reviews 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 students. Our resource centers, school sites, and classrooms are solely for the purpose of academic programming for the benefit of students in our care. Our commitment to students 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 students 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

CCS is one of California's leading public charter schools serving scholars throughout the state in transitional kindergarten (“TK”), kindergarten, and grades one (1) through twelve (12). We are an independent study program. We recognize that in education one size does not fit all and have two great programs to serve scholars, the options program and the online program. This Scholar Handbook is specific to the online program. CCS 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 CCS, is available for review upon request. Please note that, pursuant to law, the Charter School may charge for the prospectus in an amount not to exceed the cost of duplication.

CCS is an academic program, and we are proud of the rich, rigorous, standards-based program we provide. Because we are a virtual school, we utilize many digital tools and platforms. For example, parent workshops, clubs, parent teacher conferences, and live, academic instruction are conducted virtually. 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 enrichment events, workshops, and field trips.

### Enrollment Requirements

- A scholar must be five (5) years of age on or before September 1st in order to be admitted to kindergarten at any time during that school year. For those young scholars who will turn five between September 2 and December 2, they can enroll in Transitional Kindergarten. 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 his/her 19th birthday, he/she may not enroll with CCS.

- A scholar must have completed the CCS enrollment process/packet, submit the applicable compliance documents, and signed a Master Agreement prior to starting courses.
- In accordance with Education Code Section 51747.3, a scholar must reside within the county in which CCS is authorized, or a contiguous county to the county in which CCS is authorized. Scholars must provide proof of residency.
- A scholar may only be enrolled in CCS 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 have a minimum number of immunizations (shots) before they can attend school. Immunization records will be 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 follows and abides by the health standards set forth by the state of California. Scholars will not attend school until all required records have been received. The immunization status of all scholars will be reviewed periodically. Those scholars who do not meet the State guidelines may be excluded from school until the requirements are met. Scholars who have been exposed to a communicable disease for which they have not been immunized may be excluded from school at the discretion of the Charter School.

These required immunizations include:

Child's Grade	List of shots required to attend school
Entering Kindergarten	<p>Diphtheria, Pertussis, and Tetanus (DTaP) - Five (5) doses            Polio - Four (4) doses            Measles, Mumps, and Rubella (MMR) - Two (2) doses            Hepatitis B (Hep B) - Three (3) doses            Varicella (chickenpox) – Two (2) doses</p> <p><b>NOTE:</b> Four doses of DTaP are allowed if one was given on or after the fourth birthday. Three doses of Polio are allowed if one was given on or after fourth birthday. MMR doses must be given on or after first birthday.</p>
Entering 7 <sup>th</sup> Grade	<p>Tetanus, reduced Diphtheria, and acellular Pertussis (Tdap) - One (1) dose            Varicella - Two (2) doses</p> <p><b>NOTE:</b> 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 for children 7-17 years old (i.e., polio, MMR, chickenpox and primary series for diphtheria, tetanus, and pertussis), <b>in addition to</b> the 7th grade requirements for Tdap and two (2) doses of Varicella.</p>



Learning Coaches are asked to provide proof of immunizations 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; 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 the school or institution until the local health officer is satisfied that the child is no longer at risk of developing or transmitting the disease.
2. Scholars who are enrolled in a home-based private school or independent study program and do not receive any classroom-based instruction.
3. Scholars who, prior to January 1, 2016, submitted a letter or affidavit on file at a private or public elementary or secondary school in California stating beliefs opposed to immunization, and who provides said letter or affidavit to the CCS, shall be allowed to enroll at the CCS without being fully immunized until the scholar enrolls in the next grade span pursuant to Health and Safety Code Section 120335(g);
  - a. "Grade span" means each of the following:
    - i. Birth to Preschool.
    - ii. Kindergarten and grades 1 to 6, inclusive, including transitional kindergarten.
    - iii. Grades 7 to 12, inclusive.

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 (such as Mexico, the Philippines, India or Southeast Asia) MUST call the County Tuberculosis Clinic for a TB Screening upon return.

### Oral Health Exam Requirements

California law states your scholar must have a dental check-up by May 31 of his/her kindergarten year or, if the scholar was not previously enrolled in kindergarten in a public school, his/her first-grade year. A California licensed dental professional operating within his/her 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 he/she 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.

## Diabetes

The Charter School 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:

1. A description of type 2 diabetes.
2. A description of the risk factors and warning signs associated with type 2 diabetes.
3. 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.
4. A description of treatments and prevention of methods of type 2 diabetes.
5. A description of the different types of diabetes screening tests available.

Please contact the office if you need a copy of this information sheet or if you have any questions about this information sheet.

## Physical Examinations and Right to Refuse

All pupils are to have completed 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 pupils enrolled in kindergarten. If your child's medical status changes, please provide the 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 the Charter School may file annually with the Superintendent & CEO of the school in which the child is enrolled a written and signed statement stating that he or she 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 until the school authorities are satisfied that any contagious or infectious disease does not exist.

## California Healthy Kids Survey

The Charter School will administer the California Healthy Kids Survey ("CHKS") to scholars in grades 5, 7, 9, and 11 whose parents or guardians provide written permission. California Education Code sections 51513 and 51938(c) specify that parent or guardian consent be granted before scholars are given questionnaires or surveys asking about personal beliefs or practices that include health behavior and risks. There are two kinds of parent or guardian consent: passive and active.

- Active Consent requires that a parent or legal guardian be notified in writing and gives written permission for the scholar to participate in the survey. Active consent is required of the fifth grade CHKS survey.
- Passive Consent requires that a parent or legal guardian be notified in writing about the survey and is given the opportunity to review the survey. Parents need to notify the school if they do not want their child to participate in the survey. Passive consent is required for CHKS survey administered to scholars in grades seven through twelve.

The CHKS is an anonymous, confidential survey of school climate and safety, scholar wellness, and youth resiliency that enables the Charter School to collect and analyze data regarding local youth health risks and behaviors, school connectedness, school climate, protective factors, and school violence.

### Availability of Health Insurance

Children—regardless of immigration status (foster youth, pregnant women, and legally present individuals, including those with deferred action for childhood arrivals [“DACA”] status) may be eligible for no- or low-cost Medi-Cal insurance. Medi-Cal covers immunizations, checkups, specialists, vision and dental services, and more for children and youth at no- or low-cost. Medi-Cal enrollment is available year-round.

Covered California is where legal residents of California can compare quality health plans and choose the one that works best for them. Based on income and family size, many Californians may qualify for financial assistance. Enroll during Open Enrollment or any time you experience a life-changing event, like losing your job or having a baby. You have sixty (60) days from the event to complete enrollment. Information regarding the availability of insurance is provided with enrollment forms and available at: [http://hbex.coveredca.com/toolkit/PDFs/ALL\\_IN\\_Flyer\\_EnrollGetCareRenew\\_CC.pdf](http://hbex.coveredca.com/toolkit/PDFs/ALL_IN_Flyer_EnrollGetCareRenew_CC.pdf)

The Charter School shall not discriminate against a pupil who does not have health care coverage or use any information relating to a pupil’s health care coverage or interest in learning about health care coverage in any manner that would bring harm to the pupil or the pupil’s family.

### Mental Health Services

The Charter School recognizes that when unidentified and unaddressed, mental health challenges can lead to poor academic performance, increased likelihood of suspension and expulsion, chronic absenteeism, scholar attrition, homelessness, incarceration, and violence. Access to mental health services at the Charter School 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 learn problem-solving skills and achieve in school and, ultimately, in life. The following resources available to your child:

#### Available on Campus:

- School-based counseling services – your scholar is encouraged to directly contact a Charter School counselor by making an appointment to speak with a counselor. The Counseling Services Department can be reached at (855-937-4227). Our Charter School counselors support scholars by providing individual sessions, group or parent consultations whenever a scholar is having a difficult time due to academic stress, transition to changes in their environment, or social concerns, including isolation. Counseling services, whether provided by our Charter School or by an outside provider listed in this letter, are voluntary.
- Special education services – if you believe your child may have a disability, you are encouraged to directly contact the Special Education Department at (855) 937-4227 to request an evaluation.

#### Available in the Community:

- Community resources are listed on the school website under counseling resources.

Available Nationally:

- National Suicide Prevention Hotline - This organization provides confidential support for adults and youth in distress, including prevention and crisis resources. Available 24 hours at (800) 273-8255.
- 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 <https://www.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 <https://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. Charter School believes it is a priority to inform our scholars about (1) 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 medial and mobile device applications are used for human trafficking.

In accordance with the California Healthy Youth Act, Charter School 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 instruction on prevention of human trafficking. An opt-out form is available on the school website for your convenience. 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 Charter School's website for your review.

### Tobacco-Free Schools

Ample research has demonstrated the health hazards associated with the use of tobacco products, including smoking and breathing secondhand smoke. Charter School provides instructional programs designed to discourage scholars from using tobacco products. The 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 all Charter School 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 Charter School.

Smoking or use of any tobacco-related products 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 a playground. Smoking or use of any tobacco-related products 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, threats, 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, Charter School 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 main office and on the School's website within the Policy Manual.

### Surveys About Personal Beliefs

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

### Free and Reduced-Price Meals

Pursuant to California Law, the Charter School will provide each scholar who meets federal eligibility criteria for free and reduced-price meals with at least one free or reduced-price, nutritionally adequate meals per each school day on which the eligible 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 the Charter School. Applications for free or reduced-price meals are included in the first day packets to all families and can also be obtained on the Charter School website and in the main office. All families are encouraged to complete the application form in order to include as many eligible scholars as possible. Completed application forms can be returned to the main office.

### School Safety Plan

The Charter School has established a Comprehensive School Safety Plan. The Plan is available upon request at the main office and on the school website.

### Pregnant and Parenting scholars

The Charter School recognizes that pregnant and parenting pupils 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 pupil's physician, which the pupil may take before the birth of the pupil'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 pupil who gives or expects to give birth and the infant, and to allow the pregnant or parenting pupil to care for and bond with the infant. The Charter School will ensure that absences from the pupil's regular school program are excused until the pupil 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 pupil will be able to make up work missed during his or her leave, including, but not limited to, makeup work plans and re-enrollment in courses. Notwithstanding any other law, a pregnant or parenting pupil may remain enrolled for a fifth year of instruction in the Charter School if it is necessary in order for the pupil to be able to complete any graduation requirements, unless the Charter School determines that the pupil is reasonably able to complete the graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school.

Complaints of noncompliance with laws relating to pregnant or parenting pupils may be filed under the Uniform Complaint Procedures (“UCP”) of the Charter School. The complaint may be filed in writing with the compliance officer:

J.J. Lewis | Superintendent & CEO  
850 Hampshire Road, Suite P  
Thousand Oaks, California 91361  
(818) 824-6233  
[jlewis@compasscharters.org](mailto:jlewis@compasscharters.org)

A copy of the UCP is available upon request at the main office and on the school website within the CCS 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, each scholar, Learning Coach, and supervising teacher shall sign a Master Agreement (“MA”) prior to the first day of class each school year. This is a legal document and must be signed, dated, and returned to CCS. 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 (3) days of starting classes will result in a mandatory meeting with the Superintendent & CEO or designee to determine whether independent study is an appropriate placement for the scholar and to discuss any concerns of the Learning Coach. The signed MA is the agreement that the scholar and Learning Coach sign to demonstrate their intention to continue enrollment in CCS. All scholars enrolled in CCS must sign a new Master Agreement each school year.

An addendum or updated MA must be submitted if changes are made in courses, supervising teacher, or grade level during the school year.

### Teacher Qualification Information

All parents or guardians may request information regarding the professional qualifications of classroom teachers and/or paraprofessionals.

### Internet Service

Participation in CCS requires an Internet connection. Basic Internet service is available for all enrolled scholars who wish to utilize it. Learning Coaches who wish to request Internet service will need to fill out the appropriate forms which are available on the school website. Alternatively, a Learning Coach may opt to independently purchase an internet connection. An internet connection is required because the nature of the CCS program requires that scholars and Learning Coaches and scholars log onto the online school each day to receive curriculum, lesson plans, school communications, and other necessary resources, as well as to log attendance and submit assignments.

### Internet Safety Policy

It is the policy of CCS 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. The complete CCS scholar Use of Technology Policy is available on the school website or at the Central Office within the CCS Policy Manual.

## Computers

CCS has computers available for loan to all Learning Coaches seeking a computer for their scholar(s). Learning Coaches who wish to loan a computer from CCS will need to fill out the appropriate forms which are available on the school website. All requests for loaner computers shall be honored. Faculty, staff, or other scholars shall not be notified that a scholar is using a loaner computer unless such disclosure is necessary for maintenance and asset management. Learning Coaches will be expected to monitor their scholar's use of the loaned computer to ensure appropriate use for educational purposes. Please be advised that the computer remains school property and there is no reasonable expectation of privacy. When a scholar graduates or disenrolled from CCS, the loaner computer (and all other school property) must be returned.

## Grade Level Placement Policy

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

If an elementary scholar is coming to CCS from another school, the grade level is typically based on the scholar's grade level at the previous school. If no previous school was attended, grade level can be determined by the legal need to be (or have been) five (5) years old by the cutoff date in the year of entry into kindergarten and proceeding chronologically for each grade level.

An incoming scholar must provide the most recent report card, current progress report, and transcript 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.

## Policy on Promotion and Retention

Promotion to the next grade level is dependent upon the grades earned. Scholars must pass a minimum 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 scholar is recommended for retention, the School will notify the scholars Learning Coach in writing.

## Appeal Process

Every family has the right to appeal a retention decision. If an appeal is made, the burden shall be on the appealing party (the family) to show why the decision of the School should be overruled. The appeal must be submitted in writing within seven (7) calendar days of the date the retention recommendation was issued. The appeal must be submitted to the Director of Online Learning. The appeal must clearly state the grounds for the appeal. Within fourteen (14) calendar days, the Director of Online Learning or designee will review the documentation provided with the appeal statement. The response to this appeal will be rendered to the family no more than seven (7) calendar days from the review date. The family may request to meet with the individual(s) reviewing their appeal, but the family must still submit their appeal in writing within the designated time frame described above. The Director of Online



Learning's decision will be final.

## Placement

If a Learning Coach or teacher feels that a scholar should be placed in a different grade level, the situation must be discussed with the Learning Coach, K-8/High School Coordinator, and Director of Online Learning prior to making the change on the Master Agreement. They will make a recommendation for the Superintendent & CEO or designee who shall make the final decision.

Scholars may be required to take a placement exam and/or end of unit subject tests to determine appropriate placement based on Learning Coach requests for skipping or repeating a grade.

## 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 at the start of the second semester, and again at the end of the school year.

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, K-8/High School Coordinator, and Director of Online Learning. Scholars may be required to take assessments to determine appropriate placement.

## Scholar Expectations

- Attend live, real-time virtual classroom sessions (Learning Labs) as required.
- Attend live, real-time Q&A sessions as needed or as requested by the teacher to receive additional support and instruction.
- Attend all support sessions as requested by teachers.
- At a minimum, work about 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 all required assignments according to the daily plan/pacing guidelines provided, and reach out to teachers with questions to ensure success.
- Do your own work. Do not plagiarize. All scholars are required to follow and be aware of the Academic Dishonesty Plagiarism Policy.
- Be an active and engaged learner. Take notes, ask questions, and complete all assignments
- Proactively communicate with teachers, counselors, and administration as needed. Respond to all communication within 24 hours.
- If technical difficulties arise with CCS issued computers, contact the IT Department immediately to resolve the issue.
- Scholars are required to log in and complete daily course work to adhere to the CCS Attendance policy.
- Create a daily schedule to ensure all assigned work is completed.
- If a scholar participates in extracurricular activities, the scholar is expected to maintain appropriate course progress and submit work timely. Notify the Records Department within five (5) business days if there is a change of address, phone or email.
- Be respectful in interactions with fellow scholars, Learning Coaches, faculty, and staff.
- Attend all state testing in person at school-designated locations.



## Learning Coach Responsibilities

- Communicate regularly with all school staff.
- Complete weekly activity logs as sent by Supervising Teacher on time.
- Check email and phone messages daily (including any automated messages about scholar attendance and/or progress as well as all CCS communication including Monday Morning Updates and the quarterly newsletter and respond promptly if a response is required.
- Turn in correctly dated work samples on time with appropriate pages, topics, and lesson numbers.
- Make sure that all work has been corrected and that work samples with rough drafts are included.
- Ensure the Learning Coach has reliable contact information on record at the school.
- Monitor scholar progress and initiate conversations about progress before there is an issue.
- Keep informed of news and information about school through communication from staff and newsletters.
- Include the scholar's name and grade in emails.
- Notify CCS teachers of any extended family travel except during normal school vacations and holidays at least two (2) weeks prior to leaving.
- Alert administration if the Learning Coach does not hear back from a scholar's teacher within 48 hours.
- Inform the Records Department within five (5) business days of any changes to contact information, including phone, email, or address.
- Be present in your scholar's daily school life.
- Ensure the scholar works daily, Monday through Friday, for sufficient time to ensure success (4-6 hours daily) and is prepared and ready to learn every day.
- Maintain high expectations for the scholar and monitor his/her progress on a daily and weekly basis.
- Supervise, tutor, coach, and direct the scholar's daily lessons as advised by the assigned supervising credentialed teacher.
- Establish daily and weekly goals by creating a consistent schedule.
- Ensure that your scholar attends Virtual Classroom (Learning Labs) sessions, all support sessions, and open office hours that are run/required by teachers.
- Become familiar with the CCS grading system, making sure to understand the difference between "progress grade" grade and "final" grade.
- Make sure the scholar's home environment is conducive to learning. Create a regular schedule, eliminate distractions, and provide supervision for daily lessons to ensure the scholar's work is completed according to their pacing guides.
- Encourage and help the scholar to be actively involved in the learning process.
- Ensure that the scholar follows the instructions of his/her teachers and advisor.
- Work in partnership with CCS teachers and counselors to support the scholar.
- Ensure school property is treated with respect.
- Support the scholar in attending state-mandated testing.
- Be a positive role model for the scholar.
- Maintain high expectations for the scholar and monitor his/her progress on a daily and weekly basis.
- Establish "rewards" and "consequences" for meeting or not meeting expectations. Setting and reaching goals and then celebrating those goals can motivate scholars toward success.
- Set high expectations for scholar's success

- Participate in parent/Learning Coach conferences in both the fall and spring semesters with scholars' teachers.

### Virtual Classroom Expectations

CCS will follow discipline procedures, including suspension and expulsion procedures, in accordance with the CCS charter and the Charter School policy as it pertains to violations to any of the following expectations:

1. Respect opinions and privacy of others during web-based discussions.
2. Refrain from posting anonymous messages unless authorized by the teacher.
3. Use only your own username and password, and do not share these with anyone.
4. Do not post personal information including: Phone number, YouTube, Facebook, etc.
5. Do not download, transmit or post material that is intended for personal gain or profit.
6. 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 e-mail, viruses, or other intentionally destructive content.
7. Do not distract other scholars via chat, web or drawing features.
8. Do not upload or post any software on CCS instructional computing resources that are not specifically required for your assignments and approved by your teacher.
9. Do not post any audio, video, or other non-instructional files to any CCS server.
10. Avoid using sarcasm, jargon, and slang, and never use derogatory or foul language.
11. Limit use of communications expressed in all capital letters, as this can be considered yelling.
12. Do not broadcast online discussions, and never reveal other people's email addresses.

A copy of the Charter School's full Suspension and Expulsion Policy is available on the School website or at the Central Office.

### 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 online 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 work product, judged at the discretion of the supervising credentialed teacher. A copy of the Charter School's full Independent Study Policy is available on the School website within the CCS 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. Activities may include virtual class sessions, outside class sessions, lessons at home, field trips, etc. This log is a mandatory requirement and must be updated weekly.

Blanks on the activity log from lack of educational activity for the day are considered unexcused absences. Several blanks/absences will result in an evaluation to determine whether it is in the best interest of the scholar to remain in independent study. If it is determined that independent study is not

in the best interest of the scholar, the school will follow the involuntary removal language outlined within this Handbook.

### Work Sample Requirements

- In order for attendance credit to be given, representative work samples must be emailed to the teacher when requested and in accordance with the frequency, time, and manner specified in the board policy on independent study and the applicable provisions of the Master Agreement. Work samples need to be submitted to the assigned supervising teacher each learning period.
- If the teacher feels the need to seek further or alternate samples, those must be provided within three days of the request.
- Teachers will give scholars due dates and the quantity and descriptions of work samples that should be submitted.
- It is essential that these work samples are submitted on time. Failure to do so can result in academic or disciplinary sanctions.

### Virtual Classroom Attendance “Learning Labs”

All CCS teachers provide live, Learning Labs each week within each content area. The sessions allow scholars to interact with their teachers and be instructed in real time. All scholars are expected to participate in the Learning Lab sessions for each of their courses. Attendance in Learning Labs can be included as part of the 10% of the scholar’s participation grade for the scholar’s courses.

### Q&A Sessions/Office Hours

The remaining 2-3 days of web-based instruction hosted by teachers are “office hours” or Q&A sessions. Teachers host regularly scheduled Q&A sessions each week where scholars can receive tutoring and assistance on coursework in real time. Scholars are also encouraged to schedule appointments outside of the scheduled Q&A if the teacher’s schedule does not work with theirs or if they need additional support.

### Missed Assignments

As per the independent study policy, after five [5] missed assignments, in ten [10] school days, an evaluation will be conducted by CCS to determine whether it is in the best interest of the pupil to remain in independent study.

The Learning Coach is expected to check the Learning Management System (“LMS”) account daily to ensure the scholar is logging in daily and progressing through courses at an appropriate pace. Additionally, the Learning Coach must ensure their scholar is submitting work, as specified on the pacing guide. Work should be turned in consistently throughout the program or the scholar may get too far behind and not be able to pass their course.

### Parent/Teacher Conferences

Learning Coaches and scholars will plan to attend Parent/Teacher Conferences (“PTC”) each semester with the supervising teacher to create scholar goals to ensure scholar success. Learning Coaches, scholars, and supervising teachers will monitor goal progress throughout the semester.

Teachers are available to conference with Learning Coaches and scholars in addition to these formal

PTCs throughout the semester and school year by request.

## State Standardized Tests

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

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

These examinations provide CCS with information for evaluation and future planning. These exams also indicate CCS’s 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.

CCS administers all state standardized tests at sites geographically placed among our scholar locations. A testing schedule will be provided to our Learning Coaches. Individual scholar performance results on statewide assessments will be distributed to both Learning Coaches and teachers in a timely manner once released from the state. For more information on Testing & Accountability, visit the California Department of Education (“CDE”)’s web page at <http://www.cde.ca.gov/ta/>. Notwithstanding any other provision of law, a Learning Coach’s written request to CCS officials to excuse their scholar from any or all parts of the CAASPP assessments, including CAST, shall be granted.

## Tests Proctored by Agencies Other Than CCS

### Advanced Placement (“AP”)

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 College & Career Readiness Counselor.

### Scholastic Aptitude Test (“SAT”)

A nationwide test used by most institutions to help determine college and university admission eligibility. 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](http://www.collegeboard.com). For questions on SAT testing, registration, fee waivers and locations please contact the College & Career Readiness Counselor.

### SAT Subject Tests

Tests administered by the College Board, in specific subjects. Scholars should consult specific college catalogs to find out if the subject tests are necessary for admission. There are several test dates between August and June. Apply online at [www.collegeboard.com](http://www.collegeboard.com). For questions on SAT Subject testing, registration, fee waivers and locations please contact the College & Career Readiness Counselor.

### Preliminary Scholastic Aptitude Test (“PSAT”/”NMSQT”)

A shorter version of the SAT and is usually taken in the junior year as practice for the SAT and is used to determine National Merit Scholars. This exam is only administered in October. For questions on PSAT testing, registration, fee waivers and locations please contact the College & Career Readiness Counselor.

### American College Test (“ACT”)

A nationwide test used by most institutions to help determine college and university admission eligibility. The ACT test content consists of English, math, reading, and science. There is also a writing test. Many colleges require the writing portion to be completed. 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](http://www.actstudent.org). For questions on ACT testing, registration, fee waivers and locations please contact the College & Career Readiness Counselor.

### California High School Proficiency Examination (“CHSPE”)

A test for scholars who need to verify high school level skills to earn the legal equivalent of a high school diploma. Scholars who are at least 16 years of age or who have been enrolled in the 10th grade for one academic year or longer or who will complete one academic year of enrollment in the 10th grade at the end of the semester during which the CHSPE regular administration (Spring/Fall) will be conducted. Prior to registering for the exam contact your counselor. For more information, visit <https://www.chspe.net/>.

### General Educational Development Test (“GED”)

Test may be taken by scholars 18 years of age or older for the purpose of earning a California High School Equivalency Certificate. Prior to registering for the exam contact your counselor. For more information, visit <https://ged.com/>.

### 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. Policies for accepting CLEP college credits vary from college to college, so please check with the targeted college first.

### 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 <http://hiset.ets.org/requirements/ca>.

## Methods of Communication

Reliable contact information is required for all Learning Coaches and for scholars.

### Email Expectations

- We request that scholars and Learning Coaches supply separate email addresses for communication.
- 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 must include their name and grade when they are emailing school staff.

By signing this Handbook, a scholar is agreeing to communicate with faculty and other scholars appropriately and will not partake in cyber-bullying or any form of harassment.

### Unable to Contact

Regular communication with CCS teachers is essential for a scholar's success at CCS. If you are planning to be unavailable to communicate with your scholar's teacher for a period of time, please notify the teacher so that proper arrangements to monitor your scholar's progress and attendance can be made.

Due to the enrollment requirements of CCS, if CCS staff are unable to reach the scholar and/or Learning Coach for ten (10) consecutive days, an evaluation will be conducted by CCS to determine whether it is in the best interest of the pupil to remain in independent study.

### Notification Regarding Change of Contact Information

As stated in the Master Agreement, if a scholar's or Learning Coach's email address, mail address, or phone number changes, it must be updated with the Records Department within five (5) business days to ensure timely communication with CCS staff. In order to request change of contact information, the Learning Coach must complete the [Change of Information Form which is located on the Schools' website](#).

### Proof of Residency

Learning Coaches must notify the Records Department should contact information change and provide a proof of new residence to them. 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 Information Form](#) to update their address and provide an updated proof of residence attached or emailed to [records@compasscharters.org](mailto:records@compasscharters.org).

### Emergency Contacts

All families are expected to maintain current emergency contact information with the school. Contact information consists of both telephone numbers and email addresses.

### Authorized Contacts

At the time of enrollment, a scholar's Learning Coach is asked to identify any contacts that have authorization to receive performance information about the scholar. Individuals with authorization are responsible for maintaining current contact information with the School.

## 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 classes and in content-area classes (English language arts, math, science, and social studies) in AVID schools. Our teachers use AVID strategies in both their Learning Labs and Q&A sessions.

### 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.

Teachers 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 classes. 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 want to challenge a grade, they may follow the process outlined within the School’s scholar records policy which is located within the CCS Policy Manual.

### Scholar Recognition

Honor Roll:

- Is awarded to scholars each semester who have earned a 3.5 GPA or higher.

Scholar of the Month:

- Receiving a 90% or higher in all academic courses
- Working on pace consistently and embodies an independent learner

### Progress Monitoring/Reports

“Snapshots” of scholar progress can be viewed in the curriculum’s OLS (for grades K-5) and the Parent Scholar Portal (for grades 6-12) and/or shared by teachers on an ongoing basis.

Weekly Progress Reports of scholar grades in all courses are issued by email on a weekly basis for scholars in grades 6-12. While phone calls and emails are used frequently, Progress Reports serve as a formal notice of grades.



## Multi-Tiered System of Support

A Multi-Tiered System of Supports (“MTSS”), including Response to Intervention (“RTI”) and Positive Behavioral Intervention and Supports (“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 three components within the CCS MTSS framework are:

- Assessments
- Internal Benchmark assessments
- CAASPP State Testing

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 the Scholar Success Coordinator. Scholars invited to these support sessions are encouraged to attend.

## Kindergarten – 5<sup>th</sup> Grading Policy

Scholars’ final grades will be reported according to the following scale:

- 4- Exceeds:** Scholars have completed 90%-100% of subject units and exceeds standards and expectations. Scholars are on track to move on to the next grade level.
- 3- Meets:** Scholars have completed 70%-89% of subject units and meets standards and expectations. Scholars are on track to move on to the next grade level.
- 2- Nearly Meets:** Scholars have completed 60%-69% of subject units and nearly meets standards and expectations. This may result in a scholar being retained at their current grade level or will be asked to



complete the remainder of the course work the following school year.

**1- Does Not Meet:** Scholars have completed below 59% of subject units and does not meet standards and expectations. This may result in a scholar being retained at their current grade level or will be asked to complete the remainder of the course work the following school year.

## 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.

LETTER GRADE	PERCENTAGE	GPA POINTS
A	90-100	4
B	80-89	3
C	70-79	2
D	60-69	1
F	BELOW 60	0

### Middle School Subject Requirements

#### English Language Arts

English 6  
English 7  
English 8

#### Mathematics

Math 6  
Math 7  
Math 8

#### Science

Science 6  
Science 7  
Science 8

#### Social Studies

Social Studies 6  
Social Studies 7

Social Studies 8

#### Health

Health 7

#### Physical Education

Compass Physical Education 6  
Compass Physical Education 7  
Compass Physical Education 8

*\*Each scholar is required to complete 60 hours of physical activity each semester.*

#### Electives/(S) = two semester courses per school year

MS Character Education (S)  
MS Computer Basics (S)  
MS Gaming Unlocked (S)  
MS Photography (S)

MS Study Skills (S)

\*Spanish 7 A/B

\*Spanish 8 A/B (prerequisite Spanish 7A/B)

\*The 7th and 8th grade year long Spanish elective courses will be eligible to meet the high school foreign language requirement of Spanish 1 if completed with a grade of B or higher each semester (5 credits for each academic school year). No partial credit will be awarded.

## 9-12 Grading Policy

### High School Graduation Requirements

Subject Requirements	Total Credits	Course(s)
English (4 Years Required)	40	English 9, English 10, English 11, English 12
Science (2 Years Required: Life & Physical Science)	20	Biology (Life) Physical Science or Chemistry or Physics (Physical)
Mathematics (3 Years Required; minimum Geometry)	30	Algebra 1, Geometry, Algebra 2, College Math Prep,
History/Social Science (3 Years Required)	30	World History, American History, American Civics and Government/Economics
Foreign Language (1 Year Required)	10	Spanish 1, 2, 3
Visual and Performing Arts (1 Year Required)	10	Art History A & B,, Graphic Web Design, Photography
Physical Education (2 Years Required)	20	Physical Education 9, Physical Education 10
Health (1 Semester Required)	5	Health
Electives	55	See Course Catalog for scholar elective options

Total	220	
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### 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. Our academic program utilizes semester scheduling. No extensions are provided and all end dates are final.

### 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

LETTER GRADE	PERCENTAGE	COLLEGE PREP Unweighted GPA	HONORS/AP Weighted GPA
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 will be given when scholar withdraws from CCS prior to completing 100% of the coursework.

### Final Exams

All scholars in grades 9-12 are required to take all end of unit or module exams as well as semester final examinations in all courses. Scholars may not “test out” of courses by only taking a final examination.

### A-G College Board Approved Science Wet Labs

At least 20 percent of class time in high school science courses will include teacher-supervised, hands-on laboratory activities that are directly related to, and support, the other class work, and that involve inquiry, observation, analysis, and write-up of investigations consistent with the practices of the scientific field. Teacher supervision may be synchronous or asynchronous.

The frequency of these labs will be determined by the highly qualified CCS science instructor. All scholars are required to attend the labs as part of their science course. Make-up days will be available for scholars who may miss a virtual lab. Those make-up labs will need to be scheduled between the scholar and the instructor. Please note that failure to attend the virtual labs may jeopardize the scholar’s grade and chances to attend certain four-year colleges or universities.

### Repeat Policy

Scholars may repeat a course to improve their GPA only if the original grade was a D or F. To be accepted by the UC/CSU system, scholars may repeat the course only once. Once a course has been repeated, the grade earned in the original course will remain on the transcript, but will display with the

CCS 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 D or F will be displayed with the grade and credits earned.

### High School Course Placement Guidelines

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

### Advanced Placement

According to the College Board, Advanced Placement (“AP”) is for ALL scholars—but scholars should be ready. Scholars do not need to be top of the class to be an AP scholar, but they will want to be prepared for the AP course they choose. Some AP classes have recommended courses they should take first, and all AP courses ask that they come willing to do their best work.

### 9th Grade CCS Math Placement Policy

CCS 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’ complete policy is located within the CCS 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”)
- Placement tests that are aligned to state-adopted content standards in mathematics.
- Classroom assignments 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.

### Course Schedule Changes

Scholars need to plan their schedule carefully since schedule changes can only be processed within the first three (3) weeks from the start of the semester. Any additional schedule changes after this time frame will be reviewed on an individual basis.

Acceptable course schedule changes:

1. Improper course placement

2. Credit previously earned for the course
3. Course prerequisites not met

### ACOP – Accelerated Course Options 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 8 weeks prior to end of semester (eligibility is dependent upon 50% completion in all other courses with good academic standing).
- Counselor approval required to participate in the program.
  - Counselor may approve a special circumstance request when a scholar may be eligible for additional course(s).
- Science lab courses are not eligible for ACOP

### Community College classes

In some cases, it is possible for high school scholars within the spring semester of 10th grade, or enrolled in 11th or 12th grade to enroll concurrently at a community college. Please see the School’s complete board policy for additional information about taking community college classes.

### 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. 15 year-long courses must be completed with a C or better and 11 courses must be completed before the senior year.

#### 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 <i>Algebra I, Geometry, Algebra II, etc.</i>	3 Years (4 Years Recommended)
*Laboratory Science (1 year of life science, 1 year of physical science) <i>Biology, Chemistry, Physics</i>	2 Years (3 Years Recommended)
*Visual and Performing Arts	1 Year
College Preparatory Electives <i>(Yearlong Course)</i>	1 Year
Visual and Performing Arts, History, English, Social Science, Advanced Math, Lab Science, Languages other than English	
Courses are found on the Doorways website <a href="http://www.ucop.edu/doorway/">http://www.ucop.edu/doorway/</a>	
<p>CSU Requirements: SAT or ACT with Writing UC Requirements: SAT or ACT with Writing</p> <p>Check with individual campuses to see if SAT Subject Tests are required or recommended.</p> <p>All courses must be on the College Preparatory, Honors, or AP level with a grade of "C" or better. <a href="http://www.universityofcalifornia.edu/">http://www.universityofcalifornia.edu/</a> <a href="http://www.calstate.edu/apply">www.calstate.edu/apply</a></p>	

### 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 he/she does 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 the scholar. Once a scholar turns 18 years of age, only the scholar may opt himself/herself out, and can opt in if the parent/guardian had previously decided to opt out the scholar. All 12th grade scholars' GPA will be sent to CASC on 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.

### 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.

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

### NCAA – The National Collegiate Athletic Association

The National Collegiate Athletic Association (“NCAA”) is an athletic association that consists of three divisions (division I, II, and III) and oversees 23 college sports. For current NCAA academic requirements, visit [eligibilitycenter.org](http://eligibilitycenter.org). CCS courses are eligible for scholarships to play sports at the collegiate level.

## Additional Information about the Academic Program

### Concurrent/Dual Credit Enrollment

Concurrent enrollment in another public or private K-12 school is prohibited at CCS. If a scholar is found to be enrolled in two (2) schools he/she will be withdrawn from CCS 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 to perform research and contact with previous schools to determine eligibility of transfer credits.

### Home School Credit Transfer

All scholars from non-accredited/independent homeschool situations must provide records which include transcript (showing courses completed), a description of the curriculum, a copy of the Private School Affidavit, and work samples for review by CCS 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 subject's equivalent to the courses listed in the

course catalog in meeting graduation requirements.

### Transcripts

Please contact the Records Department at [records@compasscharters.org](mailto:records@compasscharters.org) to receive a form to submit a request for official and/or unofficial transcripts.

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 class or a lower level class.

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 level courses.

Note: CCS policy is to not rank scholar GPAs.

### Work Permits

Scholars under the age of 18 must obtain a work permit from CCS after securing an opportunity for employment. Please visit <https://www.cde.ca.gov/ci/ct/we/workpermitsforstudents.asp>, [https://www.dir.ca.gov/dlse/Application\\_for\\_Entertainment\\_Work\\_Permit\\_for\\_Minor.htm](https://www.dir.ca.gov/dlse/Application_for_Entertainment_Work_Permit_for_Minor.htm), and see the School's complete board policy for additional information about obtaining a work permit.

### English Language Development ("ELD")

Compass is committed to the success of its English Learners ("EL's") and support will be offered both within academic classes and in supplemental settings for scholars who need additional support for English language learning. Compass will meet all applicable legal requirements for EL's as they pertain to annual notification to parents, scholar identification, placement, program options, EL 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 EL's and the rights of scholars and parents.

### 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 with respect to attendance and discipline.

In order for CCS to release any information related to the adult scholar's academics to their designated Learning Coach and/or parent(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 Enrollment 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.

The Charter School offers comprehensive sexual health education to its scholars in grades 7-12. A Learning Coach/parent or guardian 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 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 comprehensive sexual health education and HIV prevention education in writing to the Charter School.
- 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 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:
  - The date of the instruction
  - The name of the organization or affiliation of each guest speaker
- Request a copy of Education Code sections 51930 through 51939.

Anonymous, voluntary, and confidential research and evaluation tools to measure scholar’s 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 Learning Coach has the right to excuse their child from the test, questionnaire, or survey through a passive consent (“opt-out”) process. Learning Coaches 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.

A scholar may not attend any class 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 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.

### Scholars with Special Needs

CCS 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 provides special

education instruction and related services in accordance with the Individuals with Disabilities in Education Improvement Act, 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. We offer high quality educational programs and services for all of our scholars in accordance with the assessed needs of each scholar. CCS collaborates with Learning Coaches, scholars, teachers, and other agencies, as may be indicated, in order to appropriately serve the educational needs of each scholar.

CCS 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. The Learning Coach of any scholar suspected of needing or qualifying for accommodations under Section 504 may make a referral for an evaluation to 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 main office and on the School's website within the CCS Policy Manual.

Pursuant to the IDEA and relevant state law, CCS is responsible for identifying, locating, and evaluating children enrolled at CCS 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.

## Homeless Scholars

"The term "homeless children and youth" means individuals who lack a fixed, regular and adequate nighttime residence due to economic hardship. It includes children and youths who:

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."

Scholars who qualify under McKinney-Vento should complete the declaration form. This form must be completed annually in order to ensure the scholar still qualifies under McKinney-Vento. Homeless status is determined in cooperation with the Learning Coach. 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:

Vanessa Plascencia | Compliance Coordinator  
850 Hampshire Road, Suite P  
Thousand Oaks, CA 91361  
805-807-8294  
[vplascencia@compasscharters.org](mailto:vplascencia@compasscharters.org)

The School Liaison shall ensure that:

1. Homeless scholars are identified by school personnel and through coordination activities with other entities and agencies.
2. Homeless scholars enroll in, and have a full and equal opportunity to succeed at CCS.
3. Homeless scholars and families receive educational services for which they are eligible including services through Head Start programs (including Early Head Start programs) under the Head Start Act, early intervention services under part C of the Individuals with Disabilities Education Act, any other preschool programs administered by CCS, if any, and referrals to health care services, dental services, mental health services and substance abuse services, housing services, and other appropriate services.
4. 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.
5. 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.
6. Enrollment/admissions disputes are mediated in accordance with law, the CCS charter, and Board policy.
7. Learning Coaches are fully informed of all transportation services, as applicable.
8. School personnel providing services receive professional development and other support.
9. The School Liaison collaborates with State coordinators and community and school personnel responsible for the provision of education and related services to homeless children and youths.
10. Unaccompanied youth are enrolled in school; have opportunities to meet the same challenging State academic standards as the State establishes for other children and youth; and are informed of their status as independent scholars 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.

For any homeless scholar who enrolls at CCS, a copy of the Charter School's complete policy shall be provided at the time of enrollment and annually. A copy of the complete Policy is available upon request at the main office and on the School's website within the CCS Policy Manual.

### Education of Foster Children and Youth

The Charter School has adopted a policy governing the education of foster youth, consistent with state and federal law. A copy of the complete Policy is available upon request at the main office and on the school website within the CCS 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. These are violations of Academic Integrity. CCS takes violations of Academic integrity, 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 web site or other course material;
- 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;
- Looking at another person's test or test materials;
- Letting a friend or Learning Coach do the work for you.

### 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 to ask their teachers for guidance. Teachers will dictate which citation format should be used and what the guidelines are for their class.

More information on what plagiarism is and how to avoid it can be found at

<https://owl.english.purdue.edu/owl/resource/589/01/>.

### Prevention of Plagiarism

- All scholars and learning coaches are given a copy of this CCS Scholar Handbook which outlines the School's policy on plagiarism.

- Scholars complete a lesson on understanding plagiarism during orientation.
- Teachers will use recognized plagiarism detection program to check for plagiarism as necessary.
- More information on what plagiarism is and how to avoid it can be found at <https://owl.english.purdue.edu/owl/resource/589/01/>.

### Consequences for Academic Dishonesty

Failure to abide by CCS 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 K-8/High School Coordinator.
- The scholar will receive a written warning from the teacher in the form of a behavior contract which will require both Learning Coach and scholar signatures to be returned to the teacher. This will be sent via certified mail and email with 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 K-8/High School 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 read receipt.
- The K-8/High School 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, K-8/High School Coordinator and Director of Online Learning.
- 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 Director of Online Learning, K-8/High School 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, K-8/High School Coordinator and Director of Online Learning.
- 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 expulsion 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 classes, or participating in academic

dishonesty, as determined by the K-8/High School Coordinator, may be placed on academic probation. Scholars on academic probation will be expected to participate in academic interventions as determined by their teacher or Coordinator. Scholars on academic probation may not be permitted to attend field trips or participate in scholar clubs until off academic probation.

## Field Trips

### Participation

Scholars enrolled in CCS (and their legal guardians, extended family members, and siblings based on age and capacity) may attend School field trips. Legal guardians, extended family members, and siblings must cover their own costs to attend. Once CCS has made payments to the field trip venue, no refunds for those additional costs will be processed.

### Permission Slips

No scholar will be permitted to go on a field trip 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. A copy of the permission slip shall be filed with the Engagement Department and one copy shall be given to the teacher(s) going on the field trip.

### Supervision

- The sponsoring teacher must be present to supervise the field trip 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 can independently transfer a ticket purchased for a field trip event to other individuals. Please inform the Engagement Department if you are unable to attend a field trip. The Engagement Department will then determine how to transfer tickets to another scholar, if possible.

### Role of Volunteer Learning Coaches on Field Trips

Volunteers are needed to participate in all field trips and excursions to assist with supervision of scholar(s). Learning Coaches or approved adults accompanying the CCS group and assisting in supervising scholars shall receive clear information regarding their responsibilities from the Engagement Department or sponsoring teacher. Prior to the field trip 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 or excursion, how to keep a group together and what to do if an emergency occurs. In any situation, the 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 or excursion.

## 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 consistent with this policy and any other applicable requirements.

### 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

All funds raised by any scholar organization shall be maintained by CCS and accounted for by scholar organization. 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 handbook, 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.

### 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.

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 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 in Employment Act of 1967, 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 bullying, discrimination, or intimidation, 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. 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:

J.J. Lewis | Superintendent & CEO  
 850 Hampshire Road, Suite P  
 Thousand Oaks, California 91361  
 (818) 824-6233  
[jlewis@compasscharters.org](mailto:jlewis@compasscharters.org)

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

### 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.

### 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.

### Uniform Complaint Procedure

CCS has the primary responsibility to ensure compliance with applicable state and federal laws and regulations. The Charter School 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) Unlawful discrimination, harassment, intimidation, or bullying complaints may be based on actual or perceived characteristics of age, ancestry, color, ethnic group identification, gender expression, gender identity, gender, genetic information, physical disability, mental disability, medical condition, marital status, nationality, national origin, immigration status/citizenship, race or ethnicity, religion, sex, sexual orientation, or on 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 that receives or benefits from state financial assistance.



- 2) Violations of state or federal law and regulations governing the following programs including but not limited to: Education of Pupils in Foster Care, Pupils who are Homeless, former Juvenile Court Pupils, and Pupils from Military Families, Local Control and Accountability Plans (LCAP), Migrant Education Programs, Every Student Succeeds Act / No Child Left Behind Act (2001) Programs (Titles I-VII), including improving academic achievement, compensatory education, limited English proficiency, and migrant education, Special Education Programs,, State Preschool, Bilingual Education Comprehensive School Safety Plans,
- 3) A complaint of noncompliance with laws relating to pupil fees may be filed pursuant to the local UCP. 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 fee charged to a pupil as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory, or is for credit.
  - A security deposit, or other payment, that a pupil is required to make to obtain a lock, locker, book, class apparatus, musical instrument, clothes, or other materials or equipment.
  - A purchase that a pupil is required to make to obtain materials, supplies, equipment, or clothes associated with an educational activity

A pupil fee complaint shall not be filed later than one (1) year from the date the alleged violation occurred. Complaints of noncompliance with laws relating to pupil fees are filed with the Superintendent & CEO. A complaint regarding pupil fees may be filed anonymously if the complaint provides evidence or information to support an allegation of noncompliance with laws relating to pupil fees.

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

J.J. Lewis | Superintendent & CEO  
 850 Hampshire Road, Suite P  
 Thousand Oaks, California 91361  
 (818) 824-6233  
[jlouis@compasscharters.org](mailto:jlouis@compasscharters.org)

The Superintendent & CEO or designee shall ensure that employees designated to investigate complaints are knowledgeable about the laws and programs for which they are responsible. Designated employees may have access to legal counsel as determined by the Superintendent & CEOs or designee.

Should a complaint be filed against the Superintendent & CEO, the compliance officer for that case shall be the President of the Charter School Board of Directors.

Complaints alleging 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. The Compliance Officer responsible for investigating the complaint shall conduct and complete the investigation in accordance with California regulations and in accordance with the Charter School's procedures. The final written Decision or report will be sent to the

complainant within sixty (60) days from the receipt of the complaint. This sixty (60) day time period may be extended by written agreement of the complainant.

The complainant has a right to appeal CCS's Decision to the CDE by filing a written appeal within fifteen (15) days of receiving the decision. 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 the basis for the appeal of the decision and whether the facts are incorrect and/or the law has been misapplied.

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) 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 his/her right to file a complaint in accordance with 5 CCR 4622.

A copy of the UCP policy and complaint procedures shall be available free of charge at its Central Office and on the School's website within the CCS 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.

### Title IX, Harassment, Intimidation, Discrimination & Bullying Policy

The Charter School believes all scholars have the right to a safe and civil learning environment. Discrimination, sexual harassment, harassment, intimidation, and bullying are all disruptive behaviors which interfere with scholars' ability to learn, negatively affect scholar engagement, diminish school safety, and contribute to a hostile school environment. As such, the Charter School prohibits any acts of discrimination, sexual harassment, harassment, intimidation, and bullying altogether. This 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. A copy of the complete Policy is available upon request at the main office and on the School's website within the CCS Policy Manual.

The Charter School defines "discrimination, sexual harassment, harassment, intimidation, and bullying" as the intentional conduct, including verbal, physical, written communication, or cyberbullying, 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, the Charter School will make reasonable efforts to prevent scholars from being discriminated against, harassed, intimidated and/or bullied, and will take action to investigate, respond,

and address and report on such behaviors in a timely manner. Charter School staff who witness acts of misconduct prohibited by this Policy will take immediate steps to intervene when safe to do so.

Moreover, the Charter School will not condone or tolerate misconduct prohibited by this Policy by any employee, independent contractor or other person with whom the Charter School does business, or any other individual, scholar, or volunteer. This Policy applies to all employees, scholar, or volunteer actions and relationships, regardless of position or gender. The Charter School 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”):

J.J. Lewis | Superintendent & CEO  
 850 Hampshire Road, Suite P  
 Thousand Oaks, California 91361  
 (818) 824-6233  
[jlewis@compasscharters.org](mailto:jlewis@compasscharters.org)

### Scholar Records, Including Records Challenges and Directory Information

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 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 the 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 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 or contractor outside of CCS who performs an institutional service of 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, or therapist; 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 another CCS official in performing his or her tasks. A CCS official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her 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.

CCS does 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:

Family Policy Compliance Office  
U.S. Department of Education  
400 Maryland Avenue, SW Washington, DC 20202

5. 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 scholars 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 pupil intends to enroll. Charter School will make a reasonable attempt to notify the parent or eligible scholar of the request for records at his/her last known address, unless the disclosure is initiated by the parent or eligible scholars. 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 pursuant to Section (IV)(3) above;

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 pupil'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 nonrelated 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 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 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. Directory information can be disclosed to outside organizations without a parent's prior written consent. Outside organizations include, but are not limited to education and charter school advocacy groups, and companies that manufacture class rings or publish year books. 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
8. Date and place of birth
9. Dates of attendance
10. Grade level
11. Weight and height of members of athletic teams
12. Degrees, honors, and awards received
13. Participation in officially recognized activities and sports
14. The most recent educational agency or institution attended
15. 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 [jlewis@compasscharters.org](mailto:jlewis@compasscharters.org). A copy of the complete Policy is available upon request at the main office and on the School's website within the CCS Policy Manual.

### Withdrawal from CCS

1. If a scholar decides to withdraw, the scholar's Learning Coach communicates the decision through their teacher and/or counselor.
2. The teacher notifies the Attendance Coordinator who sends the learning coach an email to confirm the withdrawal.
3. For scholars in grades 9-12, the counselor will hold a voluntary exit conference with the learning coach to ensure the scholar receives the appropriate academic consultation.
4. The scholar's teacher will schedule an exit conference with the Learning Coach, scholar, and K-8/High School Coordinator within 72 hours of the withdrawal request to ensure the scholar receives the appropriate academic consultation and attendance credit, and has submitted all completed work samples and activity logs before being withdrawn from CCS.
5. Once the exit conference has been conducted, a withdrawal link will be emailed to the Learning Coach that will need to be filled out for the withdrawal to be complete.
6. Once the withdrawal is completed the Attendance Coordinator will email the Learning Coach a letter showing the scholar has been withdrawn that can be given to the scholar's new school.
7. 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.
8. 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 an incomplete (“I”) on their transcript. 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 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 the scholar will be disenrolled effective the date of the hearing.

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 decision not to disenroll the scholar does not prevent the Charter School from making a similar recommendation in the future should scholar truancy continue or re-occur.

### Parent and Family Engagement Policy

The Charter School 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 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 Charter School’s complete Policy is available upon request in the main



office and on the school website within the 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:

#### A. Examples of PERMITTED actions (NOT corporal punishment)

1. Stopping a scholar from fighting with another scholar;
2. Preventing a pupil from committing an act of vandalism;
3. Defending yourself from physical injury or assault by a scholar;
4. Forcing a pupil to give up a weapon or dangerous object;
5. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.

#### B. Examples of PROHIBITED actions (corporal punishment)

1. Hitting, shoving, pushing, or physically restraining a scholar as a means of control;
2. Making unruly scholars do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment;
3. Paddling, swatting slapping, grabbing, pinching, kicking, or otherwise causing physical pain.

### Acceptable and Unacceptable Staff/scholar Behavior

This policy is intended to guide all School faculty and staff in conducting themselves in a way that reflects the high standards of behavior and professionalism required of school employees and to specify the boundaries between scholars and staff.

Although this policy gives specific, clear direction, it is each staff member's obligation to avoid situations that could prompt suspicion by parents, scholars, colleagues, or 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)

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

- a. Being alone in a room with a scholar at school with the door closed.
- b. 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.)**

- a. 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.
- b. Remarks about the physical attributes or development of anyone.
- c. Excessive attention toward a particular scholar.
- d. Sending e-mails, text messages or letters to scholars if the content is not about school activities.

#### Acceptable and Recommended Staff/scholar Behaviors

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

### Suicide Prevention Policy

The Board of Directors of CCS recognizes that suicide is a major cause of death among youth and should be taken seriously. To attempt to reduce suicidal behavior and its impact on scholars and families, the

Board of Directors has developed prevention strategies and intervention procedures.

In compliance with Education Code section 215, this policy has been developed in consultation with CCS and community stakeholders, CCS school-employed mental health professionals (e.g., school counselors, psychologists, social workers, nurses), administrators, other school staff members, parents/guardians/caregivers, scholars, local health agencies and professionals, law enforcement, and community organizations in planning, implementing, and evaluating CCS's strategies for suicide prevention and intervention. CCS must work in conjunction with local government agencies, community-based organizations, and other community supports to identify additional resources.

A copy of the complete Suicide Prevention Policy can be located in the main office and on the School's website within the CCS Policy Manual.

## Signature Page

Please sign and date below to indicate that you have read the Online Scholar Handbook, which includes the annual notices, and are aware of the school expectations for Learning Coaches and scholars.

Sign this page and return it to CCS.

Learning Coach Name: \_\_\_\_\_ Date: \_\_\_\_\_

Learning Coach Signature: \_\_\_\_\_

Scholar Name: \_\_\_\_\_ Date: \_\_\_\_\_

Scholar Signature: \_\_\_\_\_

# Coversheet

## Approval of the June 24, 2019 Regular Meeting Minutes

**Section:** II. Consent Items  
**Item:** B. Approval of the June 24, 2019 Regular Meeting Minutes  
**Purpose:** Approve Minutes  
**Submitted by:** Miguel Aguilar  
**Related Material:** Minutes for Virtual Annual Meeting on June 24, 2019

**RECOMMENDATION:**

N/A - motion covered through consent items motion.

APPROVED



## Compass Charter Schools

### Minutes

#### Virtual Annual Meeting

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#### **Date and Time**

Monday June 24, 2019 at 6:00 PM

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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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#### **Directors Present**

B. Dennett (remote), L. Robotham (remote), M. Suarez (remote)

#### **Directors Absent**

J. Vargas, M. Brown

#### **Ex Officio Members Present**

J. Lewis (remote)

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#### **Non Voting Members Present**

J. Lewis (remote)

**Guests Present**

M. Aguilar

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**I. Opening Items**

**A. Call the Meeting to Order**

L. Robotham called a meeting of the board of directors of Compass Charter Schools to order on Monday Jun 24, 2019 at 6:04 PM.

**B. Record Attendance and Guests**

**II. Consent Items**

**A. Consent Items**

M. Suarez made a motion to approve the consent items as amended, tabling the approval of the MOU between Winters Joint USD and Compass Charter Schools.

B. Dennett seconded the motion.

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

**Roll Call**

M. Suarez    Aye  
L. Robotham    Aye  
B. Dennett    Aye  
J. Vargas    Absent  
M. Brown    Absent

**B. Approval of the May 20, 2019 Regular Meeting Minutes**

M. Suarez made a motion to approve minutes from the Virtual Board Meeting on 05-20-19 Virtual Board Meeting on 05-20-19.

L. Robotham seconded the motion.

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

**Roll Call**

J. Vargas    Absent  
L. Robotham    Aye  
M. Brown    Absent  
M. Suarez    Aye  
B. Dennett    Aye

**C. APPROVAL OF THE June 17, 2019 Special MEETING MINUTES**

M. Suarez made a motion to approve minutes from the Special Meeting on 06-17-19 Special Meeting on 06-17-19.

L. Robotham seconded the motion.

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

**Roll Call**

M. Brown Absent

M. Suarez Aye

J. Vargas Absent

B. Dennett Aye

L. Robotham Aye

**D. APPROVAL OF THE June 24, 2019 Public Hearing MINUTES**

M. Suarez made a motion to approve minutes from the Virtual Public Hearing on 06-24-19 Virtual Public Hearing on 06-24-19.

L. Robotham seconded the motion.

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

**Roll Call**

J. Vargas Absent

L. Robotham Aye

B. Dennett Aye

M. Suarez Aye

M. Brown Absent

**III. Communications**

**A. Board Member Communication**

- Mr. Dennett shared that he was in attendance at the CCS of San Diego graduation and promotion ceremonies. He mentioned how impressed he was with the event, energy from the staff, and to see scholars and staff celebrating their achievements.
- Mrs. Robotham attended the CCS of Los Angeles graduation ceremony. She shared her experience with seeing the joy of graduates and hearing their future plans, as well as celebrating the graduation of her son.
- Mr. Suarez attended the CCS of Fresno graduation and promotion ceremonies. He shared it was an amazing moment, and enjoyed visiting with scholars, families and staff.

**IV. Reports**

**A. Superintendent's Report**

Mr. Lewis shared the Superintendent's Report.



Mr. Lewis presented the Certificated Employee of the Year Award to Kristy Smith. He presented the Classified Employee of the Year Award to Jessica Franco.

He presented the 2018-19 Employee of the Year Award to Jessica Franco.

He presented the 2018-19 Scholars' Choice Award to Alyssa Ginn.

Mr. Lewis also presented the Learning Coaches of the Year Awards:

Online Elementary School: Jack Ares

Online Middle School: Gina Hanson

Online High School: Lisa Robotham

Options Program: Shelby MacLeish

He also presented a 5-year anniversary token to Miguel Aguilar.

#### **B. Finance Report**

Ms. Lisa Fishman, Assistant Superintendent of Business Services, shared the Finance Report.

#### **C. Parent Advisory Council Report**

Mrs. Robotham shared the Parent Advisory Council Report.

#### **D. Scholar Leadership Council Report**

Mr. Lewis shared the Scholar Advisory Council Report.

### **V. Public Comment**

#### **A. Public Comment**

No public comment.

### **VI. Unfinished Business**

#### **A. Review and Approval of Contract with Charter Schools Management Corporation**

M. Suarez made a motion to approve the service contract with Charter Schools Management Corporation.

B. Dennett seconded the motion.

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

#### **Roll Call**

L. Robotham Aye

J. Vargas Absent

B. Dennett Aye

M. Brown Absent

**Roll Call**

M. Suarez Aye

**VII. New Business**

**A. Review and Discussion of 9th Grade Math Placement Policy Final Report**

Mr. Lewis led the Board of Directors in an overview of the 9th Grade Math Placement Police Final Report.

**B. Adoption of the 2018-19 Local Control Accountability Plans (LCAP)**

B. Dennett made a motion to approve the adoption of the 2019-20 Local Control Accountability Plans (LCAP) for Compass Charter Schools of Los Angeles, Compass Charter Schools of San Diego, and Compass Charter Schools of Yolo.

L. Robotham seconded the motion.

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

**Roll Call**

J. Vargas Absent

M. Brown Absent

M. Suarez Aye

L. Robotham Aye

B. Dennett Aye

**C. Adoption of the 2019-20 Annual Budget**

M. Suarez made a motion to approve the adoption of the FY20 Operating Budgets for Compass Charter Schools.

B. Dennett seconded the motion.

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

**Roll Call**

M. Suarez Aye

M. Brown Absent

B. Dennett Aye

L. Robotham Aye

J. Vargas Absent

**VIII. Organization of the Board of Directors**

**A. Election of the Chairperson**

No election held. Item to be added to unfinished business at the Board Retreat.

**B. Election of the Secretary**

No election held. Item to be added to unfinished business at the Board Retreat.

**C.**

### **Election of the Treasurer**

No election held. Item to be added to unfinished business at the Board Retreat.

## **IX. Closing Items**

### **A. Upcoming Meetings**

The Board of Directors will hold a Board Retreat on Saturday, August 10 and Sunday, August 11. Agenda items will include:

- Approve Board Policy Manual
- Approve 2019-20 Scholar Handbooks
- Board Member Training
- Election of Officers
- Strategic Planning

### **B. Adjourn Meeting**

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 7:22 PM.

Respectfully Submitted,  
M. Aguilar

# Coversheet

## Recess for the Evening

**Section:** III. Recess  
**Item:** A. Recess for the Evening  
**Purpose:** Vote  
**Submitted by:** J.J. Lewis

**RECOMMENDATION:**

A motion to recess the Board of Directors Retreat at TIME and to reconvene at 8 am on Sunday, August 11, 2019.

# Coversheet

## Superintendent's Report

**Section:** VI. Reports  
**Item:** A. Superintendent's Report  
**Purpose:** FYI  
**Submitted by:** J.J. Lewis

RECOMMENDATION:  
N/A - For Discussion Only

# Coversheet

## Adoption of the Revised 2019-20 Local Control Accountability Plans (LCAP)

**Section:** X. New Business  
**Item:** B. Adoption of the Revised 2019-20 Local Control Accountability Plans  
(LCAP)  
**Purpose:** Vote  
**Submitted by:** J.J. Lewis  
**Related Material:** 19-20 LCAP CCS of Yolo.pdf

**RECOMMENDATION:**

A motion to adopt the revised 2019-20 Local Control Accountability Plans for Compass Charters Schools of Yolo.

--LCAP Year (select from 2017-18, 2018-19, 2019-20)

2019-2020

# Local Control Accountability Plan and Annual Update (LCAP) Template

[Addendum](#): General instructions & regulatory requirements.

[Appendix A](#): Priorities 5 and 6 Rate Calculations

[Appendix B](#): Guiding Questions: Use as prompts (not limits)

[California School Dashboard](#): Essential data to support completion of this LCAP. Please analyze the LEA's full data set; specific links to the rubrics are also provided within the template.

LEA Name	Contact Name and Title	Email and Phone
Compass Charter School of Yolo	J.J. Lewis Superintendent and CEO	<a href="mailto:jlewis@compasscharters.org">jlewis@compasscharters.org</a> 818-824-6233

## 2019-20 Plan Summary

### The Story

Describe the students and community and how the LEA serves them.

Compass Charter Schools (CCS) of Yolo is a direct-funded charter school that will begin operations in Fall 2019, authorized by the Winters Joint Unified School District in Yolo County, CA. CCS of Yolo will provide two program options for families. The Online Option is a virtual independent study public charter school program serving scholars (students) who reside in Yolo County and its adjacent counties. The Options Option is a virtual, home-school public charter school program that facilitates the families in providing instructional support, guidance and oversight to homeschools. The mission of CCS is to inspire and develop innovative, creative, self-directed learners, one scholar at a time. Our 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. We support our scholars, learning coaches (parents), teachers, staff and community through our core values of Achievement, Respect, Teamwork, Integrity, and Communication (ARTIC). CCS of Yolo anticipates serving nearly 500 scholars whose families have determined that a virtual independent study or homeschool charter school best suits their scholars and families' needs. CCS of Yolo anticipates that the scholar population will mirror the Winters JUSD and consist of 66.8% socioeconomically disadvantaged (SED), 2.7% homeless, 32.9% English Learners (ELs), 0.5% foster youth, and 13.53% students with disabilities (SWD).

Scholars will attend school primarily from home, supervised by a learning coach (generally a parent), following a Personalized Learning Plan that integrates technology and standards-aligned curriculum under the supervision of professional, fully qualified, certificated teachers. According to the California Department of Education, Independent Study is a different way of learning. In independent study, a scholar is guided by a teacher but usually does not take classes with other scholars every day. The scholar works independently. Scholars who participate in independent study take the same courses as scholars in regular classes. Some reasons why scholars choose Independent study programs are because:

- it is designed to help scholars who have health problems,
- they are parents,
- they are gifted,
- they require more time in certain subjects,
- activities such as acting, dancing, and athletics require time during the normal school day,
- they are working,
- they are looking for flexibility,
- they find that regular classroom settings do not meet their needs, or
- with the growing number of violent episodes on school campuses, they are looking for a safe environment.

Independent study is a viable option for many because it offers scholars the freedom to explore various subjects, free from the confines of a classroom. Additionally, the self-paced learning environment allows scholars to go as quickly or slowly as they need to for standard mastery. In the Online Learning Program, the state-standard aligned curriculum is provided through texts and online platform, and progress is supervised by both the credentialed course instructor and the Director of Online Learning. In the Options Learning Program, families use instructional funds and choose their curriculum(s) from our approved vendor list, with support and progress supervised by both the credentialed educational facilitator and the Director of Options Learning.

It is important to note that many high school scholars whose families choose an independent study charter school is because the scholar was not successful in comprehensive high schools. This is important because many of the scholars in the high school program will come to us deficient of credits required to graduate, so we will make high school course and credit recovery an option for all scholars who are deficient of credits.

## LCAP Highlights

Identify and briefly summarize the key features of this year's LCAP.

Compass Charter Schools of Yolo is a new Charter School and did not have a 2018-19 LCAP.

## Review of Performance

Based on a review of performance on the state indicators and local performance indicators included in the California School Dashboard, progress toward LCAP goals, local self-assessment tools, stakeholder input, or other information, what progress is the LEA most proud of and how does the LEA plan to maintain or build upon that success? This may include identifying any specific examples of how past increases or improvements in services for low-income students, English learners, and foster youth have led to improved performance for these students.

## Greatest Progress

Not Applicable



Referring to the California School Dashboard, identify any state indicator or local performance indicator for which overall performance was in the “Red” or “Orange” performance category or where the LEA received a “Not Met” or “Not Met for Two or More Years” rating. Additionally, identify any areas that the LEA has determined need significant improvement based on review of local performance indicators or other local indicators. What steps is the LEA planning to take to address these areas with the greatest need for improvement?

### **Greatest Needs**

Not Applicable

Referring to the California School Dashboard, identify any state indicator for which performance for any student group was two or more performance levels below the “all student” performance. What steps is the LEA planning to take to address these performance gaps?

### **Performance Gaps**

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**

Identify the schools within the LEA that have been identified for CSI.

CCS of Yolo has not been identified for CSI.

### **Support for Identified Schools**

Describe how the LEA supported 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.

Not Applicable

### **Monitoring and Evaluating Effectiveness**

Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

Not Applicable

# Stakeholder Engagement

LCAP Year: **2019-20**

## Involvement Process for LCAP and Annual Update

How, when, and with whom did the LEA consult as part of the planning process for this LCAP/Annual Review and Analysis?

CCS provides regular opportunities for stakeholders to give input to the Charter School. For parents, these opportunities include, but are not limited to, our Parent Advisory Council, quarterly Parent Town Hall meetings, annual satisfaction survey, and monthly check-ins or conferences with learning coaches and teachers. For staff and teachers, opportunities include monthly meetings, professional development sessions, annual satisfaction survey and direct access to senior staff via telephone calls, emails and in-person meetings. The Board of Directors meet quarterly, and all stakeholders are informed of the agenda as per Brown Act. Moreover, stakeholders are welcome and invited to share their comments with the Board of Directors. During these regular opportunities for engagement, CCS encourages stakeholders to comment on the strengths they see in the Charter School and to comments on any areas of opportunity that the Charter School could focus on Operations, Governance, Fiscal or Educational Performance.

## Impact on LCAP and Annual Update

How did these consultations impact the LCAP for the upcoming year?

The consultations with stakeholders listed above resulted in clear suggestions for 2019-20. CCS is working with CCEE and receiving support to develop actions and services that will increase the graduation rate as well as academic achievement and scholar and parent involvement.

# Goals, Actions, & Services

Strategic Planning Details and Accountability

Complete a copy of the following table for each of the LEA's goals. Duplicate the table as needed.

(Select from New Goal, Modified Goal, or Unchanged Goal)

New Goal

## Goal 1

Increase scholar academic achievement as measured by state and local indicators.

### State and/or Local Priorities addressed by this goal:

State Priorities: 1, 2, 4, 5, 7, 8

Local Priorities: 1, 2, 3, 4, 5

### Identified Need:

CCS of Yolo will identify the percent of scholars who meet or exceed standard mastery on the SBAC in ELA and Math overall and by significant subgroup.

### Expected Annual Measurable Outcomes

Metrics/Indicators	Baseline 2019-20	2020-21
SBAC ELA (Met or Exceeded Standard) <ul style="list-style-type: none"> <li>• Grades 3-5 (Online Program)</li> <li>• Grades 3-5 (Options Program)</li> <li>• Grades 6-8 (Online Program)</li> <li>• Grades 6-8 (Options Program)</li> </ul>	Increase the percent of scholars who score met or exceed standards (Determine Baseline 2019-20)	Increase the percent of scholars who score met or exceeded met or exceed standards by (TBD)

Metrics/Indicators	Baseline 2019-20	2020-21
<ul style="list-style-type: none"> <li>Grade 11 (Online Program)</li> <li>Grade 11 (Options Program)</li> </ul>		
<p>SBAC Math (Met or Exceeded Standard)</p> <ul style="list-style-type: none"> <li>Grades 3-5 (Online Program)</li> <li>Grades 3-5 (Options Program)</li> <li>Grades 6-8 (Online Program)</li> <li>Grades 6-8 (Options Program)</li> <li>Grade 11 (Online Program)</li> <li>Grade 11 (Options Program)</li> </ul>	<p>Increase the percent of scholars who score met or exceed standards by (Determine Baseline 2019-20)</p>	<p>Increase the percent of scholars who score met or exceed standards by (TBD)</p>
<p>CAST (Met or Exceeded Standard)</p> <ul style="list-style-type: none"> <li>Grade 5 (Online Program)</li> <li>Grade 5 (Options Program)</li> <li>LEA eligible Grades 10, 11 Or 12 (Online Program)</li> <li>LEA eligible Grades 10, 11 Or 12 (Options Program)</li> </ul>	<p>CAST grades 5, 8 and LEA eligible 10, 11 or 12 high school scholars (Met or Exceeded Standard)</p>	<p>CAST grades 5, 8 and LEA eligible 10, 11 or 12 high school scholars (Met or Exceeded Standard)</p>
<p>Percent of scholars at or above grade level on Internal ELA assessments</p> <ul style="list-style-type: none"> <li>Online Elementary School (grades K-5)</li> <li>Options Elementary School (grades TK-5)</li> <li>Online Middle School (grades 6-8)</li> <li>Options Middle School (grades 6-8)</li> </ul>	<p>Percent of scholars at or above grade level on Internal ELA assessments at (Determine Baseline 2019-20)</p>	<p>Increase the percent of scholars who score at or above grade level on Internal ELA assessments by (TBD)</p>
<p>Percent of scholars at or above grade level on Internal Math assessments</p> <ul style="list-style-type: none"> <li>Online Elementary School (grades K-5)</li> </ul>	<p>Percent of scholars at or above grade level on Internal Math assessments at (Determine Baseline 2019-20)</p>	<p>Increase the percent of scholars who score at or above grade level on Internal Math assessments by (TBD)</p>

Metrics/Indicators	Baseline 2019-20	2020-21
<ul style="list-style-type: none"> <li>● Options Elementary School (grades TK-5)</li> <li>● Online Middle School (grades 6-8)</li> <li>● Options Middle School (grades 6-8)</li> </ul>		
<p>Percent of scholars eligible for Honor Roll</p> <ul style="list-style-type: none"> <li>● Online Elementary School (grades K-5)</li> <li>● Options Elementary School (grades TK-5)</li> <li>● Online Middle School (grades 6-8)</li> <li>● Options Middle School (grades 6-8)</li> <li>● Online High School (grades 9-12)</li> <li>● Options High School (grades 9-12)</li> </ul>	<p>Increase the percent of scholars who have a 3.5 Grade Point Average (GPA) by (Determine Baseline 2019-20)</p>	<p>Increase the percent of scholars who have a 3.5 Grade Point Average (GPA) by (TBD)</p>
<p>Percent of scholars at or above grade level on Diagnostic ELA Assessments</p> <ul style="list-style-type: none"> <li>● Online Middle School (grades 6-8)</li> <li>● Options Middle School (grades 6-8)</li> <li>● Online High School (grades 9-12)</li> <li>● Options High School (grades 9-12)</li> </ul>	<p>Percent of scholars at or above grade level on Diagnostic ELA Assessment at (Determine Baseline 2019-20)</p>	<p>Increase the percent of scholars at or above grade level on Diagnostic ELA Assessment by (TBD)</p>
<p>Percent of scholars at or above grade level on Diagnostic Math Assessments</p> <ul style="list-style-type: none"> <li>● Online Middle School (grades 6-8)</li> <li>● Options Middle School (grades 6-8)</li> <li>● Online High School (grades 9-12)</li> <li>● Options High School (grades 9-12)</li> </ul>	<p>Percent of scholars at or above grade level on Diagnostic Math Assessment at (Determine Baseline 2019-20)</p>	<p>Increase the percent of scholars at or above grade level on Diagnostic Assessment Math by (TBD)</p>

Metrics/Indicators	Baseline 2019-20	2020-21
Constructed Response Writing Prompt	(TBD)	50% of scholars will pass Constructed Response Writing Prompt
<b>EL Reclassification Rate</b> <ul style="list-style-type: none"> <li>Online Elementary School (grades K-5)</li> <li>Options Elementary School (grades TK-5)</li> <li>Online Middle School (grades 6-8)</li> <li>Options Middle School (grades 6-8)</li> <li>Online High School (grades 9-12)</li> <li>Options High School (grades 9-12)</li> </ul>	Maintain or increase the EL Reclassification Rate of 20%	Maintain or increase the EL Reclassification Rate of 20%
<b>Percent of High School Seniors eligible for Graduation</b> <ul style="list-style-type: none"> <li>Online High School Seniors</li> <li>Options High School Seniors</li> </ul>	Increase the percent of Seniors eligible for graduation by (Determine Baseline 2019-20)	Increase the percent of Seniors eligible for graduation by (TBD)
<b>Attendance Rates</b> <ul style="list-style-type: none"> <li>Online Elementary School (grades K-5)</li> <li>Options Elementary School (grades TK-5)</li> <li>Online Middle School (grades 6-8)</li> <li>Options Middle School (grades 6-8)</li> <li>Online High School (grades 9-12)</li> <li>Options High School (grades 9-12)</li> </ul>	Increase Attendance Rate to 97%	Maintain Attendance Rate over 97%

## Planned Actions / Services

Complete a copy of the following table for each of the LEA's Actions/Services. Duplicate the table, including Budgeted Expenditures, as needed.

## Action 1.1

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from All, Students with Disabilities, or Specific Student Groups)

All Students  
English Learners, Foster Youth, Homeless Youth,  
Students with Disabilities, Socioeconomically Disadvantaged

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

CCS of Yolo

**OR**

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from English Learners, Foster Youth,  
and/or Low Income)

[Add Students to be Served selection here]

**Scope of Services:**

(Select from LEA-wide, Schoolwide, or Limited to  
Unduplicated Student Group(s))

[Add Scope of Services selection here]

**Location(s):**

(Select from All Schools, Specific Schools, and/or  
Specific Grade Spans)

[Add Location(s) selection here]

## Actions/Services

Select from New, Modified, or Unchanged for 2019-20

New

### 2019-20 Actions/Services

All scholars will have all basic services to include 100% of teachers appropriately credentialed and assigned maintaining the 25:1 required ratio, access to 100% of core curriculum including ELD State Standards-aligned, 100% of scholars having access to sufficient materials to include technology support, virtual lab materials, learning lab materials, science kits, visual and performing arts materials, and an online library in a safe, orderly environment.

## Budgeted Expenditures

Year	2019-20
Amount	2,679,705
Source	LCFF Base LCFF S&C Title I
Budget Reference	1100, 4100, 4200, 4410



## Action 1.2

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from All, Students with Disabilities, or Specific Student Groups)

All Students  
 English Learners, Foster Youth, Homeless Youth,  
 Students with Disabilities, Socioeconomically Disadvantaged

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

CCS of Yolo

**OR**

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from English Learners, Foster Youth, and/or Low Income)

[Add Students to be Served selection here]

**Scope of Services:**

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

[Add Scope of Services selection here]

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

### Actions/Services

Select from New, Modified, or Unchanged for 2019-20

New

### 2019-20 Actions/Services

Identify scholars through Multi-Tier System of Supports (MTSS) who need additional support and interventions based on results of internal assessments and work completion and provide support sessions with the teacher, access to online support resources (such as ThinkingStorm) and tutoring. All teachers will complete deficiency notices for any grade 6-12 scholars who are receiving a grade of C or lower every quarter. Deficiency notices will be sent to the parent at the semester mid-point.

### Budgeted Expenditures

Year	2019-20
Amount	60,587
Source	LCFF S&C Title I
Budget Reference	1200, 2100

### Action 1.3

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from All, Students with Disabilities, or Specific Student Groups)

All Students  
English Learners, Foster Youth, Homeless Youth,  
Students with Disabilities, Socioeconomically Disadvantaged

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

CCS of Yolo

**OR**

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from English Learners, Foster Youth, and/or Low Income)

[Add Students to be Served selection here]

**Scope of Services:**

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

[Add Scope of Services selection here]

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

### Actions/Services

Select from New, Modified, or Unchanged for 2019-20

New

2019-20 Actions/Services

All staff, teachers and administrators will receive Professional Development sessions. All staff will receive mandated training. New Teachers will be offered to clear their credential through an Induction Program, a veteran teacher who will serve as a mentor and support meetings once a week for the first month, then once a month for the first 5 months. All teachers will be provided professional development sessions on curriculum, MTSS, SEL, PBIS in virtual instruction, writing and scoring constructed responses, data analysis and informing instruction, pacing guides, grading and communication with parents and learning coaches, strategies for ELs, SWD, FY and Homeless Youth, SED and culturally relevant proficiency. Some teachers and administrators will attend conferences like the CCSA Conference, CUE Conference, Digital Learning Annual Conference, and Advanced Placement.

**Budgeted Expenditures**

Year	2019-20
Amount	64,760
Source	LCFF Base Title II
Budget Reference	5200, 5210

**Action 1.4**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from All, Students with Disabilities, or Specific Student Groups)

All Students  
English Learners, Foster Youth, Homeless Youth,  
Students with Disabilities, Socioeconomically Disadvantaged

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

CCS of Yolo

**OR**

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from English Learners, Foster Youth, and/or Low Income)

[Add Students to be Served selection here]

**Scope of Services:**

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

[Add Scope of Services selection here]

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

**Actions/Services**

Select from New, Modified, or Unchanged for 2019-20

New

2019-20 Actions/Services

Strategies to improve attendance and ensure that scholars receive the required instructional time and that scholars complete the required assignments by learning period will be implemented. The supervising teachers, educational facilitators, Scholar Services Technicians, counselors, educational facilitators and academic coordinators will hold scholars accountable by monitoring attendance, communicating with parents, sending warning letters, holding conferences, and having scholars and parents sign attendance contracts (as part of the Scholar’s Master Agreement). Scholars will be incentivized for attendance and participation. In the Online Program, 10% of grade will be based on attendance at Learning Labs. Extra Credit points will be given to scholars’ next quiz, test or project for attending a study or tutoring session. In an effort to continuously improve attendance and participation in the Compass Options program, each Educational Facilitator will decide on a way to recognize those in their class that complete their activity logs and work samples by the date. Examples include a note of thanks, class message, recognition in the Compass Newsletter and/or class challenge.

## Budgeted Expenditures

Year	2019-20
Amount	12,051
Source	LCFF Base
Budget Reference	2200, 2400

(Select from New Goal, Modified Goal, or Unchanged Goal)

New Goal

## Goal 2

Increase scholar retention and scholar and parent engagement and involvement as measured by local indicators.

### State and/or Local Priorities addressed by this goal:

State Priorities: 3, 4, 5, 6, 7, 8

Local Priorities: 3, 4, 5

### Identified Need:

CCS of Yolo recognize parents as partners in their child’s education especially in the virtual educational environment. The Charter School will monitor grade span (Elementary, Middle School and High School) retention to ensure scholars benefit from a comprehensive educational experience. Also, ensuring scholar and parent engagement and involvement is important to help scholars and parents feel supported, safe and comfortable and to increase student academic achievement.

### Expected Annual Measurable Outcomes

Metrics/Indicators	2019-20
<p>Attendance Rates</p> <ul style="list-style-type: none"> <li>● Online Elementary School (grades K-5)</li> <li>● Options Elementary School (grades TK-5)</li> <li>● Online Middle School (grades 6-8)</li> <li>● Options Middle School (grades 6-8)</li> <li>● Online High School (grades 9-12)</li> <li>● Options High School (grades 9-12)</li> </ul>	<p>Determine Baseline 2019-20</p>

Metrics/Indicators	2019-20
Number of scholar clubs	Determine Baseline 2019-20
Parent Advisory Council meeting minutes and Board Minutes	Determine Baseline 2019-20
Scholar Leadership Council meeting minutes and Board Minutes	Determine Baseline 2019-20
Participation in Parent/Teacher Conferences	Determine Baseline 2019-20
Participation in Satisfaction/LCAP Survey	Determine Baseline 2019-20
Percent of scholars who remain at CCS for the entire grade span (EL, MS, HS) <ul style="list-style-type: none"> <li>● Online Elementary School (grades K-5)</li> <li>● Options Elementary School (grades TK-5)</li> <li>● Online Middle School (grades 6-8)</li> <li>● Options Middle School (grades 6-8)</li> <li>● Online High School (grades 9-12)</li> <li>● Options High School (grades 9-12)</li> </ul>	Determine Baseline 2019-20
Suspension Rate <ul style="list-style-type: none"> <li>● Online Elementary School (grades K-5)</li> <li>● Options Elementary School (grades TK-5)</li> <li>● Online Middle School (grades 6-8)</li> <li>● Options Middle School (grades 6-8)</li> <li>● Online High School (grades 9-12)</li> <li>● Options High School (grades 9-12)</li> </ul>	Determine Baseline 2019-20
Award Recognition Program	Determine Baseline 2019-20

## Planned Actions / Services

Complete a copy of the following table for each of the LEA's Actions/Services. Duplicate the table, including Budgeted Expenditures, as needed.

## Action 2.1

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from All, Students with Disabilities, or Specific Student Groups)

All Students  
English Learners, Foster Youth, Homeless Youth,  
Students with Disabilities, Socioeconomically Disadvantaged

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

CCS of Yolo

**OR**

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from English Learners, Foster Youth, and/or Low Income)

[Add Students to be Served selection here]

**Scope of Services:**

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

[Add Scope of Services selection here]

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

### Actions/Services

Select from New, Modified, or Unchanged for 2019-20

New

#### 2019-20 Actions/Services

CCS will provide a variety of opportunities for parent involvement which will include the completion of an annual satisfaction survey with LCAP input, serving on the Parent Advisory Council, attending Town Hall meetings, attending Board meetings, chaperoning field trips, attending Parent/Teacher Conference, serving as a Learning Coach Ambassador to new Learning Coaches, attending Options events and classes, facilitating community activities and initiatives, and participating in the Learning Coach Academy (topics may include attendance, onboarding, motivating your scholar, social emotional learning) which may be live or on demand.



2019-20 Actions/Services

CCS will make accommodations for parents with disabilities, for parents who are linguistically diverse, parents of migrant scholars, parents who are socioeconomically disadvantaged, and parents of foster or homeless youth.

**Budgeted Expenditures**

Year	2019-20
Amount	0
Source	
Budget Reference	No Additional Expense

**Action 2.2**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from All, Students with Disabilities, or Specific Student Groups)

All Students  
 English Learners, Foster Youth, Homeless Youth,  
 Students with Disabilities, Socioeconomically Disadvantaged

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

CCS of Yolo

**OR**

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from English Learners, Foster Youth, and/or Low Income)

[Add Students to be Served selection here]

**Scope of Services:**

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

[Add Scope of Services selection here]

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

**Actions/Services**

Select from New, Modified, or Unchanged for 2019-20

New

2019-20 Actions/Services

CCS will expand the Award Recognition Program to continue the awards of Scholar of the Month, Firebird of the Year, and Learning Coach of the Year, and to add the awards of Perfect Attendance by Learning Period, Most Improved Attendance by Learning Period, Perfect Attendance by the Year, Most Improved in Achievement, Excellent Participation in Learning Lab, and Core Values (ARTIC) Awards given each semester. Learning Coaches will also be recognized with awards to include Learning Coach Academy Certificates for Learning Coaches who have completed 10 Academy sessions and Excellent Parent Participation Awards for parents who participate in 20 hours per year of activities and events beyond instruction. Scholars will receive a prize like restaurant certificate, lottery for big prize, assignment pass. Parents will receive prizes like restaurant certificates or lottery for big prize. Prizes will be mailed or emailed. Finally, scholars will be recognized with Rites of Passage Ceremonies to include Kindergarten Celebration, 5<sup>th</sup> Grade Culmination, 8<sup>th</sup> Grade Promotion and HS Graduation.

**Budgeted Expenditures**

Year	2019-20
Amount	4,857
Source	LCFF Base
Budget Reference	5830

## Action 2.3

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from All, Students with Disabilities, or Specific Student Groups)

All Students  
 English Learners, Foster Youth, Homeless Youth,  
 Students with Disabilities, Socioeconomically Disadvantaged

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

CCS of Yolo

**OR**

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from English Learners, Foster Youth, and/or Low Income)

[Add Students to be Served selection here]

**Scope of Services:**

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

[Add Scope of Services selection here]

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

### Actions/Services

Select from New, Modified, or Unchanged for 2019-20

New

#### 2019-20 Actions/Services

CCS will provide a variety of extracurricular and enrichment activities to include community service opportunities, field trips, enrichment activities, scholar-led clubs and the National Honor Society (HS). Scholars will be invited to attend informational workshops, transition meetings, activities and online counseling sessions starting in grade 4 focusing on social emotional learning provided by counselors.

## Budgeted Expenditures

Year	2019-20
Amount	14,571
Source	LCFF Base
Budget Reference	5830

## Action 2.4

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

### Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

All Students  
 English Learners, Foster Youth, Homeless Youth,  
 Students with Disabilities, Socioeconomically Disadvantaged

### Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

CCS of Yolo

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

### Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

[Add Students to be Served selection here]

### Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

[Add Scope of Services selection here]

### Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

## Actions/Services

Select from New, Modified, or Unchanged for 2019-20

New

2019-20 Actions/Services

CCS will reach out to parents and scholars by maintaining a website with Google Translator option, annual event calendar, applications, phone calls, emails and mail, scheduling activities, scheduling Options events and classes. The Engagement Committee will be responsible to outreach to families to increase engagement, organizing and posting events and handling field trip plans.

**Budgeted Expenditures**

Year	2019-20
Amount	0
Source	
Budget Reference	No Additional Cost

(Select from New Goal, Modified Goal, or Unchanged Goal)

New Goal

### Goal 3

Increase academic achievement and engagement for scholars in special populations to include English Learners, Socioeconomically Disadvantaged students, Foster Youth, Homeless Youth, and Students with Disabilities as measured by state and local indicators.

#### State and/or Local Priorities addressed by this goal:

State Priorities: 2, 3, 4, 5, 6, 7, 8

Local Priorities: 1, 2, 3, 4

#### Identified Need:

CCS of Yolo is prepared to serve scholars in special populations and will support the scholars to ensure the academic achievement of scholars.

#### Expected Annual Measurable Outcomes

Metrics/Indicators	2019-20
SBAC ELA (Met or Exceeded Standard) <ul style="list-style-type: none"> <li>• Grades 3-5 (Online Program)</li> <li>• Grades 3-5 (Options Program)</li> <li>• Grades 6-8 (Online Program)</li> <li>• Grades 6-8 (Options Program)</li> <li>• Grade 11 (Online Program)</li> <li>• Grade 11 (Options Program)</li> </ul>	Determine Baseline in 2019-20

## Metrics/Indicators

2019-20

<p>SBAC Math (Met or Exceeded Standard)</p> <ul style="list-style-type: none"> <li>• Grades 3-5 (Online Program)</li> <li>• Grades 3-5 (Options Program)</li> <li>• Grades 6-8 (Online Program)</li> <li>• Grades 6-8 (Options Program)</li> <li>• Grade 11 (Online Program)</li> <li>• Grade 11 (Options Program)</li> </ul>	<p>Determine Baseline in 2019-20</p>
<p>CAST (Met or Exceeded Standard)</p> <ul style="list-style-type: none"> <li>• Grade 5 (Online Program)</li> <li>• Grade 5 (Options Program)</li> <li>• LEA eligible Grades 10, 11 Or 12 (Online Program)</li> <li>• LEA eligible Grades 10, 11 Or 12 (Options Program)</li> </ul>	<p>Determine Baseline in 2019-20</p>
<p>Percent of scholars at or above grade level on Internal ELA assessments</p> <ul style="list-style-type: none"> <li>• Online Elementary School (grades K-5)</li> <li>• Options Elementary School (grades TK-5)</li> <li>• Online Middle School (grades 6-8)</li> <li>• Options Middle School (grades 6-8)</li> </ul>	<p>Determine Baseline in 2019-20</p>
<p>Percent of scholars at or above grade level on Internal Math assessments</p> <ul style="list-style-type: none"> <li>• Online Elementary School (grades K-5)</li> <li>• Options Elementary School (grades TK-5)</li> <li>• Online Middle School (grades 6-8)</li> <li>• Options Middle School (grades 6-8)</li> </ul>	<p>Determine Baseline in 2019-20</p>
<p>Percent of scholars eligible for Honor Roll</p> <ul style="list-style-type: none"> <li>• Online Elementary School (grades K-5)</li> <li>• Options Elementary School (grades TK-5)</li> <li>• Online Middle School (grades 6-8)</li> <li>• Options Middle School (grades 6-8)</li> </ul>	<p>Determine Baseline in 2019-20</p>



Metrics/Indicators	2019-20
<ul style="list-style-type: none"> <li>● Online High School (grades 9-12)</li> <li>● Options High School (grades 9-12)</li> </ul>	
<p>Percent of scholars at or above grade level on Diagnostic ELA Assessments</p> <ul style="list-style-type: none"> <li>● Online Middle School (grades 6-8)</li> <li>● Options Middle School (grades 6-8)</li> <li>● Online High School (grades 9-12)</li> <li>● Options High School (grades 9-12)</li> </ul>	Determine Baseline in 2019-20
<p>Percent of scholars at or above grade level on Diagnostic Math Assessments</p> <ul style="list-style-type: none"> <li>● Online Middle School (grades 6-8)</li> <li>● Options Middle School (grades 6-8)</li> <li>● Online High School (grades 9-12)</li> <li>● Options High School (grades 9-12)</li> </ul>	Determine Baseline in 2019-20
<p>EL Reclassification Rate</p> <ul style="list-style-type: none"> <li>● Online Elementary School (grades K-5)</li> <li>● Options Elementary School (grades TK-5)</li> <li>● Online Middle School (grades 6-8)</li> <li>● Options Middle School (grades 6-8)</li> <li>● Online High School (grades 9-12)</li> <li>● Options High School (grades 9-12)</li> </ul>	Determine Baseline in 2019-20
<p>Percent of High School Seniors eligible for Graduation</p> <ul style="list-style-type: none"> <li>● Online High School Seniors</li> <li>● Options High School Seniors</li> </ul>	Determine Baseline in 2019-20
<p>Attendance Rates</p> <ul style="list-style-type: none"> <li>● Online Elementary School (grades K-5)</li> <li>● Options Elementary School (grades TK-5)</li> </ul>	Determine Baseline in 2019-20

Metrics/Indicators

2019-20

<ul style="list-style-type: none"> <li>• Online Middle School (grades 6-8)</li> <li>• Options Middle School (grades 6-8)</li> <li>• Online High School (grades 9-12)</li> <li>• Options High School (grades 9-12)</li> </ul>	
Constructed Response Writing Prompt	50% of scholars will pass Constructed Response Writing Prompt
Policies, Procedures, and Training Log	Policies, Procedures, and Training Log
Resource Log	Resource Log

## Planned Actions / Services

Complete a copy of the following table for each of the LEA's Actions/Services. Duplicate the table, including Budgeted Expenditures, as needed.

### Action 3.1

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from All, Students with Disabilities, or Specific Student Groups)

All Students  
 English Learners, Foster Youth, Homeless Youth,  
 Students with Disabilities, Socioeconomically Disadvantaged

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

CCS of Yolo

**OR**

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from English Learners, Foster Youth, and/or Low Income)

[Add Students to be Served selection here]

**Scope of Services:**

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

[Add Scope of Services selection here]

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

**Actions/Services**

Select from New, Modified, or Unchanged for 2019-20

New

**2019-20 Actions/Services**

CCS will provide enhanced identification, support, training and resources to the staff and counselors who support scholars from special populations to include English Learners, Foster Youth, Homeless Youth, and Students with Disabilities to provide full services to the scholars. Homeless and Foster Youth will be supported through the enrollment process to include transferring credits, ensuring correct placement, and added supports in the PLP. All support positions for these special populations will be communicated and defined to families and included in the Scholar Handbook and website to include EL Coordinator, Homeless Youth Liaison, Foster Youth Liaison, SST Coordinator, and Scholar Success Coordinator to increase academic achievement, enhance educational experiences, and improve retention rates for these scholars.

**Budgeted Expenditures**

Year	2019-20
Amount	32,444
Source	LCFF S&C
Budget Reference	1200, 2200

**Action 3.2**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from All, Students with Disabilities, or Specific Student Groups)

All Students  
 English Learners, Foster Youth, Homeless Youth,  
 Students with Disabilities, Socioeconomically Disadvantaged

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

CCS of Yolo

**OR**

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from English Learners, Foster Youth, and/or Low Income)

[Add Students to be Served selection here]

**Scope of Services:**

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

[Add Scope of Services selection here]

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

**Actions/Services**

Select from New, Modified, or Unchanged for 2019-20

New

2019-20 Actions/Services

CCS will immediately provide additional interventions and supports for homeless and foster youth which may include access to MTSS curriculum, provide computers and internet access for scholars who do not have access and are socioeconomically disadvantaged. CCS will provide additional interventions and supports for ELs to include ELD curriculum and program especially monitoring the progress of RFEP and transitioning LTELs to RFEP. CCS will provide additional interventions and supports for SWDs by working collaboratively with the Specialized Academic Instructors in collaboration with support staff and general education teachers.

### Budgeted Expenditures

Year	2019-20
Amount	19,011
Source	LCFF S&C Title IV
Budget Reference	4430

(Select from New Goal, Modified Goal, or Unchanged Goal)

New Goal

## Goal 4

Increase college and career readiness for scholars in high school as evidenced by state and local indicators.

### State and/or Local Priorities addressed by this goal:

State Priorities: 1, 2, 4, 5, 6, 7, 8

Local Priorities: 3, 4, 5

### Identified Need:

CCS of Yolo understands the importance of graduates of the Charter School to be College and Career Ready.

### Expected Annual Measurable Outcomes

Metrics/Indicators	2019-20
Graduation Rate <ul style="list-style-type: none"> <li>Online High School Seniors</li> <li>Options High School Seniors</li> </ul>	Determine Baseline in 2019-20
4 Year Cohort Graduation Rate <ul style="list-style-type: none"> <li>Online High School Seniors enrolled in grades 9-12</li> <li>Options High School Seniors enrolled in grades 9-12</li> </ul>	Determine Baseline in 2019-20
5 Year Cohort Graduation Rate <ul style="list-style-type: none"> <li>Online High School Seniors enrolled in grades 9-12 + 5<sup>th</sup> year</li> </ul>	Determine Baseline in 2019-20

Metrics/Indicators	2019-20
<ul style="list-style-type: none"> <li>Options High School Seniors enrolled in grades 9-12 + 5<sup>th</sup> year</li> </ul>	
A-G Course Completion at end of Grade 12 <ul style="list-style-type: none"> <li>Online High School Seniors</li> <li>Options High School Seniors</li> </ul>	Determine Baseline in 2019-20
AP Passage (3 or Higher) Rate <ul style="list-style-type: none"> <li>Online High School Seniors</li> <li>Options High School Seniors</li> </ul>	Determine Baseline in 2019-20
CTE Course Enrollment and Passage Rate <ul style="list-style-type: none"> <li>Online High School Seniors</li> <li>Options High School Seniors</li> </ul>	Determine Baseline in 2019-20
EAP Ready or Conditionally Ready Rates <ul style="list-style-type: none"> <li>Online High School Juniors</li> <li>Options High School Juniors</li> </ul>	Determine Baseline in 2019-20
College Acceptance Rate <ul style="list-style-type: none"> <li>Online High School Seniors</li> <li>Options High School Seniors</li> </ul>	Determine Baseline in 2019-20
Drop Out Rate <ul style="list-style-type: none"> <li>Online High School</li> <li>Options High School</li> </ul>	Determine Baseline in 2019-20

## Planned Actions / Services

Complete a copy of the following table for each of the LEA's Actions/Services. Duplicate the table, including Budgeted Expenditures, as needed.

### Action 4.1

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from All, Students with Disabilities, or Specific Student Groups)

All Students  
 English Learners, Foster Youth, Homeless Youth,  
 Students with Disabilities, Socioeconomically Disadvantaged

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

CCS of Yolo

**OR**

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from English Learners, Foster Youth, and/or Low Income)

[Add Students to be Served selection here]

**Scope of Services:**

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

[Add Scope of Services selection here]

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

**Actions/Services**

Select from New, Modified, or Unchanged for 2019-20

New

2019-20 Actions/Services

CCS will provide access and connections to college preparation exams beginning with the PSAT in grade 8, continuing in Grade 10 and Grade 11 for National Merit Scholars, the EAP, the SAT and ACT. CCS will provide SAT and ACT preparation courses.

**Budgeted Expenditures**

Year 2019-20

Amount 25,504



Year	2019-20
Source	LCFF Base
Budget Reference	4200, 5602, 5605

**Action 4.2**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from All, Students with Disabilities, or Specific Student Groups)

All Students  
English Learners, Foster Youth, Homeless Youth,  
Students with Disabilities, Socioeconomically Disadvantaged

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

CCS of Yolo

**OR**

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from English Learners, Foster Youth, and/or Low Income)

[Add Students to be Served selection here]

**Scope of Services:**

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

[Add Scope of Services selection here]

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

**Actions/Services**

Select from New, Modified, or Unchanged for 2019-20

New

### 2019-20 Actions/Services

CCS will provide each high school scholar with a 4-year plan developed with the counselor to incorporate A-G requirements, CTE courses, and Visual and Performing Arts courses based on post high school plan. For scholars who are credit deficient, the counselor will incorporate credit recovery in the plan with the time remaining. The Counselor will ensure that scholars are provided supports and interventions for any scholars who have a C- or lower or who are credit deficient.

### Budgeted Expenditures

Year	2019-20
Amount	27,750
Source	LCFF Base
Budget Reference	1200

### Action 4.3

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from All, Students with Disabilities, or Specific Student Groups)

All Students  
 English Learners, Foster Youth, Homeless Youth,  
 Students with Disabilities, Socioeconomically Disadvantaged

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

CCS of Yolo

**OR**

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from English Learners, Foster Youth, and/or Low Income)

[Add Students to be Served selection here]

**Scope of Services:**

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

[Add Scope of Services selection here]

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

**Actions/Services**

Select from New, Modified, or Unchanged for 2019-20

New

2019-20 Actions/Services

CCS will provide scholar and parent training on a-g requirements, going to college, completing a college and career application, completing a FAFSA, applying for scholarships, and taking college entrance exams. Encourage all Seniors to apply to a college, university, career-based training institution, or military.

**Budgeted Expenditures**

Year	2019-20
Amount	0
Source	Included in 4.2
Budget Reference	No Additional Cost

**Action 4.4**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from All, Students with Disabilities, or Specific Student Groups)

All Students  
English Learners, Foster Youth, Homeless Youth,  
Students with Disabilities, Socioeconomically Disadvantaged

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

CCS of Yolo

**OR**

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from English Learners, Foster Youth, and/or Low Income)

[Add Students to be Served selection here]

**Scope of Services:**

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

[Add Scope of Services selection here]

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

**Actions/Services**

Select from New, Modified, or Unchanged for 2019-20

New

2019-20 Actions/Services

CCS will support the AVID program for scholars accepted into the AVID program through tutoring, field trips, and use of AVID instructional strategies. CCS will increase access and participation for college visit field trips for all high school scholars.

**Budgeted Expenditures**

Year	2019-20
Amount	17,902
Source	LCFF Base
Budget Reference	1200, 5300

## Demonstration of Increased or Improved Services for Unduplicated Pupils

LCAP Year: **2019-20**

Estimated Supplemental and Concentration Grant Funds

Percentage to Increase or Improve Services

\$ 858,457

20.58%

Describe how services provided for unduplicated pupils are increased or improved by at least the percentage identified above, either qualitatively or quantitatively, as compared to services provided for all students in the LCAP year.

Identify each action/service being funded and provided on a schoolwide or LEA-wide basis. Include the required descriptions supporting each schoolwide or LEA-wide use of funds (see instructions).

The various services described in the 2019-20 LCAP are intended to improve outcomes for all our scholars. The goals in the LCAP were set based on the overall Charter School goals, in alignment with the state priorities, and were developed with stakeholder input by identifying the most urgent needs of the scholars for the upcoming year. In addition, the school expects that approximately 65% of its scholar population will be considered "unduplicated pupils". The school is confident that by working toward the goals in the LCAP, scholar achievement will increase for unduplicated pupils as well as other groups of scholars.

The 2019-20 LCAP requires a minimum of 20.58% increased or improved services for unduplicated pupils. The 2019-20 LCAP is focused on the growth of scholars overall and by significant subgroups.

The increase in supplemental funds will be used during 2019-20 to:

1. Provide professional development to teachers, staff and administrators
2. Provide MTSS interventions
3. Incentivize attendance
4. Provide opportunities for parent involvement
5. Provide award recognition program for scholars and learning coaches
6. Provide engagement activities

7. Provide services to ELs

8. Focus on college and career readiness that will increase the percentage of scholars graduating with a-g requirements met.

The Charter School estimates that 65% of the scholars served will be considered unduplicated pupils. Services will be increased above the 20.58% minimum as follows:

1. Professional Development on PBIS, MTSS, SST, SEL and strategies for ELs and SWD and training of identification for foster youth and homeless youth
2. Learning Coach Academy development and expansion
3. Community outreach to parents especially homeless youth and foster youth
4. Communicate support positions that support ELs, FY, HY, and SWD
5. Implement the AVID program
6. Ensure college and career readiness with interventions, supports, monitoring and training

## Addendum

*The Local Control and Accountability Plan (LCAP) and Annual Update Template documents and communicates local educational agencies' (LEAs) actions and expenditures to support student outcomes and overall performance. The LCAP is a three-year plan, which is reviewed and updated annually, as required. Charter schools may complete the LCAP to align with the term of the charter school's budget, typically one year, which is submitted to the school's authorizer. The LCAP and Annual Update Template must be completed by all LEAs each year.*

*For school districts, the LCAP must describe, for the school district and each school within the district, goals and specific actions to achieve those goals for all students and each student group identified by the Local Control Funding Formula (LCFF) (ethnic, socioeconomically disadvantaged, English learners, foster youth, pupils with disabilities, and homeless youth), for each of the state priorities and any locally identified priorities.*

*For county offices of education, the LCAP must describe, for each county office of education-operated school and program, goals and specific actions to achieve those goals for all students and each LCFF student group funded through the county office of education (students attending juvenile court schools, on probation or parole, or expelled under certain conditions) for each of the state priorities and any locally identified priorities. School districts and county offices of education may additionally coordinate and describe in their LCAPs services funded by a school district that are provided to students attending county-operated schools and programs, including special education programs.*

*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 Education Code (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.*

*Charter schools must describe goals and specific actions to achieve those goals for all students and each LCFF subgroup of students including students with disabilities and homeless youth, for each of the state priorities that apply for the grade levels served or the nature of the program operated by the charter school, and any locally identified priorities. For charter schools, the inclusion and description of goals for state priorities in the LCAP may be modified to meet the grade levels served and the nature of the programs provided, including modifications to reflect only the statutory requirements explicitly applicable to charter schools in the EC. Changes in LCAP goals and actions/services for charter schools that result from the annual update process do not necessarily constitute a material revision to the school's charter petition.*



*For questions related to specific sections of the template, please see instructions below:*

## Instructions: Linked Table of Contents

[Plan Summary](#)

[Annual Update](#)

[Stakeholder Engagement](#)

[Goals, Actions, and Services](#)

[Planned Actions/Services](#)

[Demonstration of Increased or Improved Services for Unduplicated Students](#)

*For additional questions or technical assistance related to completion of the LCAP template, please contact the local county office of education, or the CDE's Local Agency Systems Support Office at: 916-319-0809 or by email at: [lcff@cde.ca.gov](mailto:lcff@cde.ca.gov).*

## Plan Summary

The LCAP is intended to reflect an LEA's annual goals, actions, services and expenditures within a fixed three-year planning cycle. LEAs must include a plan summary for the LCAP each year.

When developing the LCAP, enter the appropriate LCAP year, and address the prompts provided in these sections. When developing the LCAP in year 2 or year 3, enter the appropriate LCAP year and replace the previous summary information with information relevant to the current year LCAP.

In this section, briefly address the prompts provided. These prompts are not limits. LEAs may include information regarding local program(s), community demographics, and the overall vision of the LEA. LEAs may also attach documents (e.g., the California School Dashboard data reports) if desired and/or include charts illustrating goals, planned outcomes, actual outcomes, or related planned and actual expenditures.

An LEA may use an alternative format for the plan summary as long as it includes the information specified in each prompt and the budget summary table.

The reference to California School Dashboard means the California School Dashboard adopted by the State Board of Education under *EC* Section 52064.5.

## 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:** Identify the schools within the LEA that have been identified for CSI.
- **Support for Identified Schools:** Describe how the LEA supported 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:** Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

## Annual Update

The planned goals, expected outcomes, actions/services, and budgeted expenditures must be copied verbatim from the previous year's\* approved LCAP; in addition, list the state and/or local priorities addressed by the planned goals. Minor typographical errors may be corrected.

\* For example, for LCAP year 2017/18 of the 2017/18 – 2019/20 LCAP, review the goals in the 2016/17 LCAP. Moving forward, review the goals from the most recent LCAP year. For example, LCAP year 2020/21 will review goals from the 2019/20 LCAP year, which is the last year of the 2017/18 – 2019/20 LCAP.

## Annual Measurable Outcomes

For each goal in the prior year, identify and review the actual measurable outcomes as compared to the expected annual measurable outcomes identified in the prior year for the goal.

## Actions/Services

Identify the planned Actions/Services and the budgeted expenditures to implement these actions toward achieving the described goal. Identify the **actual** actions/services implemented to meet the described goal and the estimated actual annual expenditures to implement the actions/services. As applicable, identify any changes to the students or student groups served, or to the planned location of the actions/services provided.

## Analysis

Using actual annual measurable outcome data, including data from the California School Dashboard, analyze whether the planned actions/services were effective in achieving the goal. Respond to the prompts as instructed.

- Describe the overall implementation of the actions/services to achieve the articulated goal. Include a discussion of relevant challenges and successes experienced with the implementation process.
- Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.
- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures. Minor variances in expenditures or a dollar-for-dollar accounting is not required.
- Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the data provided in the California School Dashboard, as applicable. Identify where those changes can be found in the LCAP.

## Stakeholder Engagement

Meaningful engagement of parents, students, and other stakeholders, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. *EC* identifies the minimum consultation requirements for school districts and county offices of education as consulting with teachers, principals, administrators, other school personnel, local bargaining units of the school district, parents, and pupils in developing the LCAP. *EC* requires charter schools to consult with teachers, principals, administrators, other school personnel, parents, and pupils in developing the LCAP. In addition, *EC* Section 48985 specifies the requirements for the translation of notices, reports, statements, or records sent to a parent or guardian.

The LCAP should be shared with, and LEAs should request input from, school site-level advisory groups, as applicable (e.g., school site councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between school-site and district-level goals and actions. An LEA may incorporate or reference actions described in other plans that are being undertaken to meet specific goals.

**Instructions:** The stakeholder engagement process is an ongoing, annual process. The requirements for this section are the same for each year of a three-year LCAP. When developing the LCAP, enter the appropriate LCAP year, and describe the stakeholder engagement process used to develop the LCAP and Annual Update. When developing the LCAP in year 2 or year 3, enter the appropriate LCAP year and replace the previous stakeholder narrative(s) and describe the stakeholder engagement process used to develop the current year LCAP and Annual Update.

**School districts and county offices of education:** Describe the process used to consult with the Parent Advisory Committee, the English Learner Parent Advisory Committee, parents, students, school personnel, the LEA's local bargaining units, and the community to inform the development of the LCAP and the annual review and analysis for the indicated LCAP year.

**Charter schools:** Describe the process used to consult with teachers, principals, administrators, other school personnel, parents, and students to inform the development of the LCAP and the annual review and analysis for the indicated LCAP year.

Describe how the consultation process impacted the development of the LCAP and annual update for the indicated LCAP year, including the goals, actions, services, and expenditures.

## Goals, Actions, and Services

LEAs must include a description of the annual goals, for all students and each LCFF identified group of students, to be achieved for each state priority as applicable to type of LEA. An LEA may also include additional local priorities. This section shall also include a description of the specific planned actions an LEA will take to meet the identified goals, and a description of the expenditures required to implement the specific actions.

**School districts and county offices of education:** The LCAP is a three-year plan, which is reviewed and updated annually, as required.

**Charter schools:** The number of years addressed in the LCAP may align with the term of the charter schools budget, typically one year, which is submitted to the school's authorizer. If year 2 and/or year 3 is not applicable, charter schools must specify as such.

### New, Modified, Unchanged

As part of the LCAP development process, which includes the annual update and stakeholder engagement, indicate if the goal, identified need, related state and/or local priorities, and/or expected annual measurable outcomes for the current LCAP year or future LCAP years are modified or unchanged from the previous year's LCAP; or, specify if the goal is new.

### Goal

State the goal. LEAs may number the goals using the "Goal #" box for ease of reference. A goal is a broad statement that describes the desired result to which all actions/services are directed. A goal answers the question: What is the LEA seeking to achieve?

## Related State and/or Local Priorities

List the state and/or local priorities addressed by the goal. The LCAP must include goals that address each of the state priorities, as applicable to the type of LEA, and any additional local priorities; however, one goal may address multiple priorities. ([Link to State Priorities](#))

## Identified Need

Describe the needs that led to establishing the goal. The identified needs may be based on quantitative or qualitative information, including, but not limited to, results of the annual update process or performance data from the California School Dashboard, as applicable.

## Expected Annual Measurable Outcomes

For each LCAP year, identify the metric(s) or indicator(s) that the LEA will use to track progress toward the expected outcomes. LEAs may identify metrics for specific student groups. Include in the baseline column the most recent data associated with this metric or indicator available at the time of adoption of the LCAP for the first year of the three-year plan. The most recent data associated with a metric or indicator includes data as reported in the annual update of the LCAP year immediately preceding the three-year plan, as applicable. The baseline data shall remain unchanged throughout the three-year LCAP. In the subsequent year columns, identify the progress to be made in each year of the three-year cycle of the LCAP. Consider how expected outcomes in any given year are related to the expected outcomes for subsequent years.

The metrics may be quantitative or qualitative, but at minimum an LEA must use the applicable required metrics for the related state priorities, in each LCAP year as applicable to the type of LEA. For the student engagement priority metrics, as applicable, LEAs must calculate the rates as described in the [LCAP Template Appendix, sections \(a\) through \(d\)](#).

## Planned Actions/Services

For each action/service, the LEA must complete either the section “For Actions/Services not included as contributing to meeting Increased or Improved Services Requirement” or the section “For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement.” The LEA shall not complete both sections for a single action.

### For Actions/Services Not Contributing to Meeting the Increased or Improved Services Requirement

#### Students to be Served

The “Students to be Served” box is to be completed for all actions/services except for those which are included by the LEA as contributing to meeting the requirement to increase or improve services for unduplicated students. Indicate in this box which students will benefit from the actions/services by entering “All”, “Students with Disabilities”, or “Specific Student Group(s)”. If “Specific Student Group(s)” is entered, identify the specific student group(s) as appropriate.

#### Location(s)

Identify the location where the action/services will be provided. If the services are provided to all schools within the LEA, the LEA must identify “All Schools”. If the services are 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 K-5), as appropriate.

**Charter schools** operating more than one site, authorized within the same charter petition, may choose to distinguish between sites by entering “Specific Schools” and identifying the site(s) where the actions/services will be provided. For charter schools operating only one site, “All Schools” and “Specific Schools” may be synonymous and, therefore, either would be appropriate. Charter schools may use either term provided they are used in a consistent manner through the LCAP.

### **For Actions/Services Contributing to Meeting the Increased or Improved Services Requirement:**

#### Students to be Served

For any action/service contributing to the LEA’s overall demonstration that it has increased or improved services for unduplicated students above what is provided to all students (see Demonstration of Increased or Improved Services for Unduplicated Students section, below), the LEA must identify the unduplicated student group(s) being served.

#### Scope of Service

For each action/service contributing to meeting the increased or improved services requirement, identify the scope of service by indicating “LEA-wide”, “Schoolwide”, or “Limited to Unduplicated Student Group(s)”. The LEA must identify one of the following three options:

- If the action/service is being funded and provided to upgrade the entire educational program of the LEA, enter “LEA-wide.”
- If the action/service is being funded and provided to upgrade the entire educational program of a particular school or schools, enter “schoolwide”.
- If the action/service being funded and provided is limited to the unduplicated students identified in “Students to be Served”, enter “Limited to Unduplicated Student Group(s)”.

**For charter schools and single-school school districts**, “LEA-wide” and “Schoolwide” may be synonymous and, therefore, either would be appropriate. For charter schools operating multiple schools (determined by a unique CDS code) under a single charter, use “LEA-wide” to refer to all schools under the charter and use “Schoolwide” to refer to a single school authorized within the same charter petition. Charter schools operating a single school may use “LEA-wide” or “Schoolwide” provided these terms are used in a consistent manner through the LCAP.

#### Location(s)

Identify the location where the action/services will be provided. If the services are provided to all schools within the LEA, the LEA must indicate “All Schools”. If the services are 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 K-5), as appropriate.

**Charter schools** operating more than one site, authorized within the same charter petition, may choose to distinguish between sites by entering “Specific Schools” and identify the site(s) where the actions/services will be provided. For charter schools operating only one site, “All Schools” and “Specific Schools” may be synonymous and, therefore, either would be appropriate. Charter schools may use either term provided they are used in a consistent manner through the LCAP.

### **Actions/Services**

For each LCAP year, identify the actions to be performed and services provided to meet the described goal. Actions and services that are implemented to achieve the identified goal may



be grouped together. LEAs may number the action/service using the “Action #” box for ease of reference.

**New/Modified/Unchanged:**

- Enter “New Action” if the action/service is being added in any of the three years of the LCAP to meet the articulated goal.
- Enter “Modified Action” if the action/service was included to meet an articulated goal and has been changed or modified in any way from the prior year description.
- Enter “Unchanged Action” if the action/service was included to meet an articulated goal and has not been changed or modified in any way from the prior year description.
  - If a planned action/service is anticipated to remain unchanged for the duration of the plan, an LEA may enter “Unchanged Action” and leave the subsequent year columns blank rather than having to copy/paste the action/service into the subsequent year columns. Budgeted expenditures may be treated in the same way as applicable.

**Note:** The goal from the prior year may or may not be included in the current three-year LCAP. For example, when developing year 1 of the LCAP, the goals articulated in year 3 of the preceding three-year LCAP will be from the prior year.

**Charter schools** may complete the LCAP to align with the term of the charter school’s budget that is submitted to the school’s authorizer. Accordingly, a charter school submitting a one-year budget to its authorizer may choose not to complete the year 2 and year 3 portions of the “Goals, Actions, and Services” section of the template. If year 2 and/or year 3 is not applicable, charter schools must specify as such.

**Budgeted Expenditures**

For each action/service, list and describe budgeted expenditures for each school year to implement these actions, including where those expenditures can be found in the LEA’s budget. The LEA must reference all fund sources for each proposed expenditure. Expenditures must be classified using the California School Accounting Manual as required by *EC* sections 52061, 52067, and 47606.5.

Expenditures that are included more than once in an LCAP must be indicated as a duplicated expenditure and include a reference to the goal and action/service where the expenditure first appears in the LCAP.

If a county superintendent of schools has jurisdiction over a single school district, and chooses to complete a single LCAP, the LCAP must clearly articulate to which entity’s budget (school district or county superintendent of schools) all budgeted expenditures are aligned.

**Demonstration of Increased or Improved Services for Unduplicated Students**

This section must be completed for each LCAP year. When developing the LCAP in year 2 or year 3, copy the “Demonstration of Increased or Improved Services for Unduplicated Students” table and enter the appropriate LCAP year. Using the copy of the section, complete the section as required for the current year LCAP. Retain all prior year sections for each of the three years within the LCAP.

## Estimated Supplemental and Concentration Grant Funds

Identify the amount of funds in the LCAP year calculated on the basis of the number and concentration of low income, foster youth, and English learner students as determined pursuant to *California Code of Regulations*, Title 5 (5 CCR) Section 15496(a)(5).

## Percentage to Increase or Improve Services

Identify the 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).

Consistent with the requirements of 5 CCR Section 15496, describe how services provided for unduplicated pupils are increased or improved by at least the percentage calculated as compared to services provided for all students in the LCAP year. To improve services means to grow services in quality and to increase services means to grow services in quantity. This description must address how the action(s)/service(s) limited for one or more unduplicated student group(s), and any schoolwide or districtwide action(s)/service(s) supported by the appropriate description, taken together, result in the required proportional increase or improvement in services for unduplicated pupils.

If the overall increased or improved services include any actions/services being funded and provided on a schoolwide or districtwide basis, identify each action/service and include the required descriptions supporting each action/service as follows.

For those services being provided on an LEA-wide basis:

- For school districts with an unduplicated pupil percentage of 55% or more, and for charter schools and county offices of education: Describe how these services are **principally directed to** and **effective in** meeting its goals for unduplicated pupils in the state and any local priorities.
- For school districts with an unduplicated pupil percentage of less than 55%: Describe how these services are **principally directed to** and **effective in** meeting its goals for unduplicated pupils in the state and any local priorities. Also describe how the services are **the most effective use of the funds to** meet these goals for its unduplicated pupils. Provide the basis for this determination, including any alternatives considered, supporting research, experience or educational theory.

For school districts only, identify in the description those services being funded and provided on a schoolwide basis, and include the required description supporting the use of the funds on a schoolwide basis:

- For schools with 40% or more enrollment of unduplicated pupils: Describe how these services are **principally directed to** and **effective in** meeting its goals for its unduplicated pupils in the state and any local priorities.
- For school districts expending funds on a schoolwide basis at a school with less than 40% enrollment of unduplicated pupils: Describe how these services are **principally directed to** and how the services are **the most effective use of the funds to** meet its goals for English learners, low income students and foster youth, in the state and any local priorities.

# State Priorities

**Priority 1: Basic Services** addresses the degree to which:

- A. Teachers in the LEA are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- B. Pupils in the school district have sufficient access to the standards-aligned instructional materials; and
- C. School facilities are maintained in good repair.

**Priority 2: Implementation of State Standards** addresses:

- A. The implementation of state board adopted academic content and performance standards for all students, which are:
  - a. English Language Arts – Common Core State Standards (CCSS) for English Language Arts
  - b. Mathematics – CCSS for Mathematics
  - c. English Language Development (ELD)
  - d. Career Technical Education
  - e. Health Education Content Standards
  - f. History-Social Science
  - g. Model School Library Standards
  - h. Physical Education Model Content Standards
  - i. Next Generation Science Standards
  - j. Visual and Performing Arts
  - k. World Language; and
- B. How the programs and services will enable English learners to access the CCSS and the ELD standards for purposes of gaining academic content knowledge and English language proficiency.

**Priority 3: Parental Involvement** addresses:

- A. The efforts the school district makes to seek parent input in making decisions for the school district and each individual school site;
- B. How the school district will promote parental participation in programs for unduplicated pupils; and
- C. How the school district will promote parental participation in programs for individuals with exceptional needs.

**Priority 4: Pupil Achievement** as measured by all of the following, as applicable:

- A. Statewide assessments;
- B. The percentage of pupils who have successfully completed courses that satisfy University of California (UC) or California State University (CSU) entrance requirements, or programs of study that align with state board approved career technical educational standards and framework;
- C. The percentage of English learner pupils who make progress toward English proficiency as measured by the English Language Proficiency Assessments for California (ELPAC);
- D. The English learner reclassification rate;
- E. The percentage of pupils who have passed an advanced placement examination with a score of 3 or higher; and
- F. The percentage of pupils who participate in, and demonstrate college preparedness pursuant to, the Early Assessment Program, or any subsequent assessment of college preparedness.

**Priority 5: Pupil Engagement** as measured by all of the following, as applicable:

- A. School attendance rates;
- B. Chronic absenteeism rates;
- C. Middle school dropout rates;
- D. High school dropout rates; and
- E. High school graduation rates;

**Priority 6: School Climate** as measured by all of the following, as applicable:

- A. Pupil suspension rates;



- B. Pupil expulsion rates; and
- C. Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness.

**Priority 7: Course Access** addresses the extent to which pupils have access to and are enrolled in:

- A. A broad course of study including courses described under *EC* sections 51210 and 51220(a)-(i), as applicable;
- B. Programs and services developed and provided to unduplicated pupils; and
- C. Programs and services developed and provided to individuals with exceptional needs.

**Priority 8: Pupil Outcomes** addresses pupil outcomes, if available, for courses described under *EC* sections 51210 and 51220(a)-(i), as applicable.

**Priority 9: Coordination of Instruction of Expelled Pupils (COE Only)** addresses how the county superintendent of schools will coordinate instruction of expelled pupils.

**Priority 10. Coordination of Services for Foster Youth (COE Only)** addresses how the county superintendent of schools will coordinate services for foster children, including:

- A. Working with the county child welfare agency to minimize changes in school placement
- B. Providing education-related information to the county child welfare agency to assist in the delivery of services to foster children, including educational status and progress information that is required to be included in court reports;
- C. Responding to requests from the juvenile court for information and working with the juvenile court to ensure the delivery and coordination of necessary educational services; and
- D. Establishing a mechanism for the efficient expeditious transfer of health and education records and the health and education passport.

**Local Priorities** address:

- A. Local priority goals; and
- B. Methods for measuring progress toward local goals.

# APPENDIX A: PRIORITIES 5 AND 6 RATE CALCULATION INSTRUCTIONS

For the purposes of completing the LCAP in reference to the state priorities under *EC* sections 52060 and 52066, as applicable to type of LEA, the following shall apply:

(a) “Chronic absenteeism rate” shall be calculated as follows:

(1) The number of K-8 students who were absent 10 percent or more of the school days excluding students who were:

(A) enrolled less than 31 days

(B) enrolled at least 31 days but did not attend at least one day

(C) flagged as exempt in the district attendance submission. K-8 students are considered to be exempt if they:

(i) are enrolled in a Non-Public School

(ii) receive instruction through a home or hospital instructional setting

(iii) are attending a community college full-time.

(2) The number of students who meet the enrollment requirements.

(3) Divide (1) by (2).

(b) “High school dropout rate” shall be calculated as follows:

(1) The number of cohort members who dropout by the end of year 4 in the cohort where “cohort” is defined as the number of first-time grade 9 pupils in year 1 (starting cohort) plus pupils who transfer in, minus pupils who transfer out, emigrate, or die during school years 1, 2, 3, and 4.

(2) The total number of cohort members.

(3) Divide (1) by (2).

(c) “High school graduation rate” shall be calculated as follows:

(1) For a 4-Year Cohort Graduation Rate:

(A) The number of students in the cohort who earned a regular high school diploma by the end of year 4 in the cohort.

(B) The total number of students in the cohort.

(C) Divide (1) by (2).

(2) For a Dashboard Alternative Schools Status (DASS) Graduation Rate:

(A) The number of students who either graduated as grade 11 students or who earned any of the following:

(i) a regular high school diploma

(ii) a High School Equivalency Certificate

(iii) an adult education diploma

(iv) a Certificate of Completion and was eligible for the California Alternative Assessment if under the age of 20.

(B) The number of students in the DASS graduation cohort.

(C) Divide (1) by (2).

(d) "Suspension rate" shall be calculated as follows:

- (1) The unduplicated count of pupils involved in one or more incidents for which the pupil was suspended during the academic year (July 1 – June 30).
- (2) The unduplicated count of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30).
- (3) Divide (1) by (2).

(e) "Expulsion rate" shall be calculated as follows:

- (1) The unduplicated count of pupils involved in one or more incidents for which the pupil was expelled during the academic year (July 1 – June 30).
- (2) The unduplicated count of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30).
- (3) Divide (1) by (2).

NOTE: Authority cited: Sections 42238.07 and 52064, *Education Code*. Reference: Sections 2574, 2575, 42238.01, 42238.02, 42238.03, 42238.07, 47605, 47605.6, 47606.5, 48926, 52052, 52060, 52061, 52062, 52063, 52064, 52066, 52067, 52068, 52069, 52070, 52070.5, and 64001,; 20 U.S.C. Sections 6312 and 6314.

## APPENDIX B: GUIDING QUESTIONS

### Guiding Questions: Annual Review and Analysis

- 1) How have the actions/services addressed the needs of all pupils and did the provisions of those services result in the desired outcomes?
- 2) How have the actions/services addressed the needs of all subgroups of pupils identified pursuant to *EC* Section 52052, including, but not limited to, English learners, low-income pupils, and foster youth; and did the provision of those actions/services result in the desired outcomes?
- 3) How have the actions/services addressed the identified needs and goals of specific school sites and were these actions/services effective in achieving the desired outcomes?
- 4) What information (e.g., quantitative and qualitative data/metrics) was examined to review progress toward goals in the annual update?
- 5) What progress has been achieved toward the goal and expected measurable outcome(s)? How effective were the actions and services in making progress toward the goal? What changes to goals, actions, services, and expenditures are being made in the LCAP as a result of the review of progress and assessment of the effectiveness of the actions and services?
- 6) What differences are there between budgeted expenditures and estimated actual annual expenditures? What were the reasons for any differences?

### Guiding Questions: Stakeholder Engagement

- 1) How have applicable stakeholders (e.g., parents and pupils, including parents of unduplicated pupils and unduplicated pupils identified in *EC* Section 42238.01; community members; local bargaining units; LEA personnel; county child welfare agencies; county office of education foster youth services programs, court-appointed special advocates, and other foster youth stakeholders; community organizations representing English learners; and others as appropriate) been engaged and involved in developing, reviewing, and supporting implementation of the LCAP?
- 2) How have stakeholders been included in the LEA's process in a timely manner to allow for engagement in the development of the LCAP?
- 3) What information (e.g., quantitative and qualitative data/metrics) was made available to stakeholders related to the state priorities and used by the LEA to inform the LCAP goal setting process? How was the information made available?
- 4) What changes, if any, were made in the LCAP prior to adoption as a result of written comments or other feedback received by the LEA through any of the LEA's engagement processes?
- 5) What specific actions were taken to meet statutory requirements for stakeholder engagement pursuant to *EC* sections 52062, 52068, or 47606.5, as applicable, including engagement with representatives of parents and guardians of pupils identified in *EC* Section 42238.01?
- 6) What specific actions were taken to consult with pupils to meet the requirements 5 *CCR* Section 15495(a)?

- 7) How has stakeholder involvement been continued and supported? How has the involvement of these stakeholders supported improved outcomes for pupils, including unduplicated pupils, related to the state priorities?

## Guiding Questions: Goals, Actions, and Services

- 1) What are the LEA's goal(s) to address state priorities related to "Conditions of Learning": Basic Services (Priority 1), the Implementation of State Standards (Priority 2), and Course Access (Priority 7)?
- 2) What are the LEA's goal(s) to address state priorities related to "Pupil Outcomes": Pupil Achievement (Priority 4), Pupil Outcomes (Priority 8), Coordination of Instruction of Expelled Pupils (Priority 9 – COE Only), and Coordination of Services for Foster Youth (Priority 10 – COE Only)?
- 3) What are the LEA's goal(s) to address state priorities related to parent and pupil "Engagement": Parental Involvement (Priority 3), Pupil Engagement (Priority 5), and School Climate (Priority 6)?
- 4) What are the LEA's goal(s) to address any locally-identified priorities?
- 5) How have the unique needs of individual school sites been evaluated to inform the development of meaningful district and/or individual school site goals (e.g., input from site level advisory groups, staff, parents, community, pupils; review of school level plans; in-depth school level data analysis, etc.)?
- 6) What are the unique goals for unduplicated pupils as defined in *EC* Section 42238.01 and groups as defined in *EC* Section 52052 that are different from the LEA's goals for all pupils?
- 7) What are the specific expected measurable outcomes associated with each of the goals annually and over the term of the LCAP?
- 8) What information (e.g., quantitative and qualitative data/metrics) was considered/reviewed to develop goals to address each state or local priority?
- 9) What information was considered/reviewed for individual school sites?
- 10) What information was considered/reviewed for subgroups identified in *EC* Section 52052?
- 11) What actions/services will be provided to all pupils, to subgroups of pupils identified pursuant to *EC* Section 52052, to specific school sites, to English learners, to low-income pupils, and/or to foster youth to achieve goals identified in the LCAP?
- 12) How do these actions/services link to identified goals and expected measurable outcomes?
- 13) What expenditures support changes to actions/services as a result of the goal identified? Where can these expenditures be found in the LEA's budget?

*Prepared by the California Department of Education, January 2019*

## Coversheet

### Review and Approval of the 2019-20 Nonpublic, Nonsectarian School/Agency Services Master Contracts

**Section:** X. New Business  
**Item:** C. Review and Approval of the 2019-20 Nonpublic, Nonsectarian School/Agency Services Master Contracts  
**Purpose:** Vote  
**Submitted by:** Gabi Golan  
**Related Material:** D Global Teletherapy Consulting Services Agreement.pdf  
A 2019-20 Provider List.pdf  
F PresenceLearning Master Contract.pdf  
B AmplioSpeech School Engagement Agreement.pdf  
C Anchor Counseling Solutions Master Contract.pdf  
E Oxford Consulting Services Master Contract.pdf

**RECOMMENDATION:**

A motion to approve the 2019-20 Nonpublic, Nonsectarian School/Agency Services Master Contracts with AmplioSpeech, Anchor Consulting Solutions, Global Teletherapy Consulting, Oxford Consulting Services, and PresenceLearning.



## Global Teletherapy Consulting Services Agreement

This Consulting Services Agreement ("Agreement") is entered into as of July 5, 2019 (the "Effective Date") by and between **Global Teletherapy LLC**, a Maryland limited liability company ("Global Teletherapy") and Compass Charter Schools, with its principal place of operation in California (together with its agents, employees, and affiliates, "Client"). Global Teletherapy and Client are referred to herein individually as a "Party" or collectively as the "Parties."

1. **Services.** Global Teletherapy will staff school with Speech Therapy services, Occupational Therapy services, and Mental Health Services, who provide therapy services (the "Services") according to the schedule set forth in Exhibit A hereto; and under such conditions regarding the environment, equipment and supervision necessary for the provision of Services as set forth in Exhibit B hereto.
2. **Fees and Payment Terms.** In consideration for the Services to be provided, Client agrees to pay Global Teletherapy in accordance with the fee schedule set forth on Exhibit A, and all such fees generated from the Services performed by Global Teletherapy shall be considered earned as the work is performed.
3. **Term and Termination.** This Agreement shall be in effect as of the effective date for services for the entire 2019- 2020 school year (not including ESY) unless previously terminated in accordance with the terms of this Section 3 (the "Initial Term"). Either Party may terminate the Agreement for any reason upon ninety (90) days prior written notice to the other party, so long as at least 90 days of Services have occurred upon the delivery date of such notification, and, provided the terminating Party has provided notice of such breach to the other Party and an opportunity to cure such breach during a period of not less than thirty (30) days following such notice. Upon the expiration or termination of this Agreement for any reason, all amounts owed to Global Teletherapy under this Agreement, which accrued before such termination, or expiration will be immediately due and payable. In addition to the post-termination obligations in this Section 3, Sections 5 and Sections 6 through 20 will survive any expiration or termination of this Agreement. Following the expiration of the Initial Term, this Agreement shall automatically renew on an annual basis unless either party gives written notice of its intention not to renew 90 days before expiration of the then-current term.
4. **THIRD PARTY INFORMATION; HIPAA COMPLIANCE.** Client understands that it may receive confidential and proprietary information relating to Global Teletherapy's business. Client agrees that the Global Teletherapy's proprietary information is confidential and is the sole, exclusive and extremely valuable property of Global Teletherapy. For the purposes of this Agreement, "Confidential Information" means all information disclosed by Global Therapy to

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Client or by Client to Global Therapy, which is in tangible form and labeled “confidential” (or with a similar legend) or which a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure. Subject to the express permissions of this Agreement, Global Therapy and Client will protect each other’s Confidential Information from unauthorized use, access or disclosure in the same manner as each protects its own Confidential Information, but with no less than reasonable care. The Company understands that the Company may receive from third parties confidential or proprietary information, including, but not limited to, personal, medical, or other information relative to the Company’s Clients and patients (collectively, “Third Party Information”) subject to a duty on Company’s part to maintain the confidentiality of such information and use it only for certain limited purposes. The Company agrees to hold Third Party Information in confidence and not to disclose to anyone (other than Company personnel who need to know such information in connection with their work for Company) or to use, except in connection with the Company’s work for Client, Third Party Information unless expressly authorized in writing by an officer of the Client or required by law. The Company agrees to comply with all requirements under The Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) Privacy Rule regarding the use and disclosure of Third Party Information.

## **5. RIGHTS TO DELIVERABLES; OWNERSHIP.**

**5.1. Rights to Deliverables.** The Parties hereby agree that the specified Services to be completed pursuant to Exhibit A hereto primarily involve the provision of qualified speech therapist occupational therapists, and mental health professionals, to provide both direct and indirect supplemental educational services, all of which are to be delivered remotely or via the web, to Client students with identified or suspected special needs as described in Exhibit A.

**5.2. Ownership.** Without limiting the foregoing, Global Teletherapy and its licensors reserve and retain ownership to all Preexisting Intellectual Property (as defined below), and Global Teletherapy hereby grants to Client a non-exclusive, fully paid, limited license to use Preexisting Intellectual Property solely in connection with Client’s use of the Services. “Preexisting Intellectual Property” means all of Global Teletherapy’s inventions (whether or not patentable), works of authorship, designs, know-how, ideas, concepts, information and tools in existence prior to the commencement of the Services, including, but not limited to, ideas (whether or not patentable) know-how, technical data, techniques, concepts, information or tools, and all associated intellectual property rights thereto developed by Global Teletherapy or its personnel in connection with providing Services pursuant to this Agreement that derive from, improve, enhance or modify Global Teletherapy’s Preexisting Intellectual Property. Global Teletherapy’s Preexisting Intellectual Property also means all inventions (whether or not patentable), works of authorship, designs, know-how, ideas, information and tools, including without limitation software and programming tools developed by Global Teletherapy or its personnel in connection





with providing Services generally to support Global Teletherapy's product and/or service offerings (including, without limitation the Services) and which can be so used without use of Client's Confidential Information.

**5.3. Grant of License.** Client agrees to maintain (and not supplement, remove, or modify) all copyright, trademark, or other proprietary notices on such materials. Provided Client is not in breach of any term of this Agreement, Global Teletherapy grants Client a non-exclusive, limited license, which license shall terminate upon expiration or termination of this Agreement, to reproduce and distribute the Materials solely to assist in the provision of Services in accordance with the terms herein.

**6. Disclaimer of Warranties.** The Services are provided "as is" without any warranty and Global Teletherapy expressly disclaims any and all warranties, express, implied, or statutory, including warranties of title, noninfringement, merchantability, and fitness for a particular purpose.

**7. Limitation of Liability.** In no event will Global Teletherapy be liable for any incidental damages, consequential damages, or any lost profits arising from or relating to this Agreement or to the Services, whether in contract or tort or otherwise, even if Global Teletherapy knew or should have known of the possibility of such damages. Global Teletherapy's cumulative liability relating to this Agreement will not exceed the lesser of actual fees paid by Client to Global Teletherapy during the school year immediately preceding the date on which a claim is made; provided that such amount shall under no circumstances exceed \$1,000. Client acknowledges that the Agreement reflects an adequate and acceptable allocation of risk and that in the absence of the foregoing limitations Contactor would not enter into the Agreement.

**8. Non-Solicitation.** Client shall not, during the term of the Agreement and for one (1) year thereafter, directly or indirectly solicit, induce, or attempt to induce any Global Teletherapy employee or contractor without Global Teletherapy's prior written consent.

**9. Indemnification.** Client agrees to indemnify and hold harmless Global Teletherapy, its officers, agents and employees against any and all losses, consequential damages, incidental damages, injuries, claims, actions, causes of action, judgments or liens arising from, or alleged to have arisen from the acts or omissions of Client, its officers, agents, or employees in connection with the Services.

Global Teletherapy agrees to defend, indemnify, and save free and harmless Client, its officers, agents and employees against any and all losses, injuries, claims, actions, causes of action, judgments or liens arising from, or alleged to have arisen from the acts or omissions of Global Teletherapy, its officers, agents, or employees in connection with the Services.

If any party to this Agreement has a claim made against it for which it has the right to indemnification hereunder (such party, the "Claiming Party"), then the Claiming Party shall



promptly provide the other party hereto (the "Indemnifying Party") notice of the commencement of any such claim; but the omission so to notify the other party will not relieve it from any liability which it may have to the other party otherwise than under this Agreement. The foregoing indemnification obligations shall include against any and all expenses (including attorneys' fees), witness fees, damages, judgments, fines and amounts paid in settlement and any other amounts that the Claiming Party becomes legally obligated to pay because of any claim or claims made against or by it in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, arbitrational, administrative or investigative (including an action by or in the right of the Claiming Party) to which Claiming Party is, was or at any time becomes a party, or is threatened to be made a party, pursuant to the services provided pursuant to this Agreement. The Indemnifying Party shall advance, prior to the final disposition of any proceeding, promptly following request therefor, all expenses incurred by the Claiming Party in connection with such proceeding upon receipt of an undertaking by or on behalf of the Claiming Party to repay said amounts if it shall be determined ultimately that Claiming Party is not entitled to be indemnified under the provisions of this Agreement. Notwithstanding anything in this Agreement to the contrary, no Claiming Party shall be entitled to indemnification by the Indemnifying Party if the Claiming Party's conduct giving rise to the claim for which indemnification is sought constitutes willful misconduct or is a violation of criminal law.

**10. Designation of Client's Responsible Party.** In order to best facilitate the implementation of this Agreement, Client agrees to designate a contact person responsible for the implementation and facilitation of this agreement, as well as a contact person(s) at each site the Services will be delivered (each such person shall hereinafter be referred to as the "Client Responsible Party").

**11. Client Representations.** Client hereby represents and warrants to Global Teletherapy as follows: (i) Client has the right, power, and authority to enter into and perform its obligations under this Agreement, (ii) Client has obtained all necessary consents in accordance with its operations to execute and deliver this Agreement and perform its obligations under this Agreement, (iii) the undersigned has the right, power and authority to enter into this Agreement on behalf of Client, (iv) this Agreement constitutes the legal, valid and binding obligation of Client, enforceable against Client in accordance with its terms, subject only to the effect, if any, of (A) applicable bankruptcy and other similar laws affecting the rights of creditors generally and (B) rules of law governing specific performance, injunctive relief and other equitable remedies, and (v) the execution, delivery, performance of and compliance with this Agreement will not, with or without the passage of time, result in any violation or be in conflict with or constitute a default under any contract to which Client is a party or any terms or provisions thereof.



**12. Independent Contractor.** The Parties are independent contractors, and no agency, partnership, franchise, joint venture, or employment relationship is intended or created by this Agreement. Neither Party is authorized to make any representation, contract, or commitment on behalf of the other Party.

**13. Arbitration.** The Parties agree that any and all disputes, claims, or demands in any way arising out of or relating to this Agreement shall be resolved, to the fullest extent permitted by law, by final, binding and confidential arbitration in Baltimore, Maryland.

**14. Assignment.** Global Teletherapy's rights and obligations under this agreement will bind and inure to the benefit of its successors and permitted assigns.

**15. Headings.** The headings in this Agreement do not affect its interpretation.

**16. Entire Agreement.** This Agreement constitutes the complete and exclusive statement of the agreement among the Parties with respect to the Services to be provided pursuant to this Agreement, and supersedes all prior negotiations, understandings or agreements (oral or written), between the Parties concerning its subject matter.

**17. Severability.** In the event that any provision of this Agreement will, for any reason, be determined by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will be interpreted as closely as possible so as not affect any other provision of this Agreement, and such provision will further be modified by said court to permit its enforcement to the maximum extent permitted by law.

**18. Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Maryland without regard to the conflicts of law provisions thereof.

Remainder of page left intentionally blank.



IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the 5<sup>th</sup> day in July 2019.

GLOBAL TELETHERAPY, LLC

By: \_\_\_\_\_  7/5/19

Its: \_\_\_\_\_ CEO

**Compass Charter School**

By:

Its:

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### Exhibit A: Services, Schedule, Fees and Support

1. Services. Global Teletherapy will make available to Client qualified licensed Speech-Language Pathologists, Occupational Therapists and Mental Health Professionals, to provide both direct and indirect supplemental educational services, all of which are to be delivered remotely or via the web, to Client students with identified or suspected special needs, including, but not limited to: direct therapy, evaluations, consultation, IEP meeting scheduling, preparation and attendance, review of records to familiarize case manager with student history, monthly case notes, collaboration with staff and parents, preparation, daily documentation, scheduling and other related tasks.
2. Schedule and Location of Services. Services will be provided exclusively via computer or telepractice, unless otherwise agreed in writing.
3. Summary of Scope of Work and Rates. Global Teletherapy understands that the scope of Services to be provided are as follows:

1. Services

Service	Student Quantity Commitment	Service Rate Commitment	Service Total Commitment
Service License - SLP	85	\$2,200.00	\$187,000.00
Service License - OT	25	\$2,200.00	\$ 55,000.00
Service License - BMH	35	\$2,200.00	\$ 77,000.00

Additional Students beyond the above stated quantity for SLP, or OT or BMH will be billed at \$2,200 per student.

2. Assessments

Service	Student Quantity	Service Rate	Service Total
SLP Assessment	0	\$395.00	\$0.00
OT Assessment	0	\$395.00	\$0.00
Bilingual SLP & OT	0	\$450.00	\$0.00
Evaluation Review of Records by SLP	0	\$300.00	\$0.00
Evaluation Review of Records by OT	0	\$300.00	\$0.00

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4. Equipment. Client may purchase web cameras, head sets, and Occupational Therapy (OT) toolkits from Global Teletherapy, at \$45 per webcam, \$40 per head set, and \$50 per OT toolkit.
5. Invoices. Global Teletherapy shall invoice Client on a monthly basis and Client shall pay all amounts due within thirty (30) days of Global Teletherapy invoice date.
6. No Refund. All fees due hereunder are non-refundable and are not contingent on any additional services to be provided.
7. Outstanding Balances. Balances outstanding in excess of thirty (30) days shall accrue interest at a rate equal to the Applicable Federal Rate plus one and one half percent (1.5%) per month, from due date until paid, plus Global Teletherapy's reasonable costs of collection.
8. Standard Maintenance & Support Plan. Client understands that therapists of Global Therapy provide the Services through a third-party platforms created, maintained, updated and provided by Citrix/GoToMeeting and Zoom (the "Third-party Providers"). The Maintenance & Support services offered by Global Teletherapy are limited to assisting the client in working with the Third-Party Provider to troubleshoot and resolve any issues that affect the provision of the Services.
  - a. Global Teletherapy has chosen to use the Third-party Provider platforms because of its reliability and the availability of dedicated, professional technical support in the unlikely event a technical problem arises. In addition, since Third-party Providers are currently employed by many users, we do not expect, anticipate or foresee any significant technical problems. However, should a problem arise prior to, during, or following a teletherapy session, the following policies have been designed to facilitate the best user experience.
  - b. If during a session, a problem arises, then the therapist will perform initial troubleshooting, using his/her knowledge and experience with the system and/or by calling Third-party Provider support and following their instructions. A Client paraprofessional must be available to follow any instructions or support recommendations of the therapist or Third-party Provider support. Therapist involvement in troubleshooting will not exceed the duration of one session. If the problem is not resolved by the end of the session, therapist will contact Global Teletherapy, and a Global Teletherapy representative will be in touch with the Client Responsible Party and/or Third-party Provider Support to identify the

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- problem. The Client Responsible Party shall work with Global Teletherapy in commercially reasonable manner to resolve this issue.
- c. If the problem is determined by Global Teletherapy and Citrix or Zoom to be the result of an internal Citrix or Zoom, clinician, internet, hardware or other Global Teletherapy-related issue, Global Teletherapy will assume responsibility for resolving the issue, and will work to solve the problem in a commercially reasonable manner.
  - d. Any necessary repairs to be made by Global Teletherapy or Client are expected to be performed in a commercially reasonable manner and on a reasonable timeline.
  - e. Client agrees to cooperate and work closely with Global Teletherapy to reproduce errors, including conducting diagnostic or troubleshooting activities as reasonably requested and appropriate. Also, subject to Client's approval on a case-by-case basis, Users may be asked to provide remote access to their workstation for troubleshooting purposes.
  - f. Global Teletherapy will work with users to set-up and trouble-shoot new equipment. Additional equipment (beyond what is provided to the user as stated in the Agreement) is the responsibility of the Client. Upon Client's request Global Teletherapy can order necessary equipment but user will be invoiced for such equipment.
  - g. Global Teletherapy cannot support the use of hardware, software and operating system configurations that do not meet the specified requirements found within this Agreement.
  - h. Global Teletherapy may change its Standard Maintenance & Support Plan from time to time in its sole discretion.



**Exhibit B: Environment, Equipment, and Supervision**

**Client shall provide Global Teletherapy with the below. Global Teletherapy will not begin services until all of the below criteria are met in order to ensure student success:**

**1. Computer Set-Up**

- Computer with monitor
- Web camera with 15 FPS (frames per second) capture rate
- Headset (or speakers if in an empty room) with attached microphone (provided by GT)
- Phone or cell phone with speaker capability in the immediate vicinity of the computer where service is delivered.

<b>Operating system</b>	Windows XP with 3P3 or later Windows 7 or later Mac OS X MacOS 10.7 or later
<b>Web Browser</b>	Windows: IE7+, Firefox, Chrome, Safari 5+ Mac: Safari 5+, Firefox, Chrome
<b>Internet connection</b>	5 Mbps
<b>Software</b>	Zoom Desktop App JavaScript <a href="#">enabled</a>
<b>Hardware</b>	4GB or more of RAM Headset Webcam

Whitelist globalteletherapy.com and Citrix web addresses and zoom web addresses (provided by Global Teletherapy)





## **2. Environment**

- a. A suitable non-noisy controlled space such as a resource room, classroom, computer room, library and/or home setting.
- b. Ample lighting that shines either (i) from above the student or (ii) directly on the face of the student but not (iii) from behind the student and directly into the webcam.

## **3. Supervision**

- a. A paraprofessionals (or parents) to provide the below services. Additional services may or may not be required.
  - i. Transporting the student to/from the telepractice session.
  - ii. Assisting the student with technology set-up (e.g., attaching the headset to the computer).
  - iii. Ensuring that the conferencing connection with remote therapist is functioning. Contacting the therapist via phone if necessary.
  - iv. Remaining in the sessions to ensure that any technology glitches are reported and fixed
  - v. Providing cues, prompts, and models for the student upon therapist direction.
  - vi. Helping relay information between the school staff and the therapist related to scheduling, absences, or school functions.
- b. The paraprofessional shall act under the directive of Global Teletherapy's Therapist except in the event of an emergency.

**Compass Charter Schools**  
**Special Education Department**  
**2019-20 Providers**

<b>Partner</b>	<b>Service</b>	<b>Fee</b>	<b>Scholar Commitment</b>		
AmplioSpeech	Speech Language Therapy	\$2,290/scholar	35		
Anchor Counseling Services	Behavior Intervention Services	\$125/hour			
	Counseling & Guidance	\$85/hour			
	Individual Counseling	\$85/hour			
	Intensive Individual Services	\$130/hour			
	Occupational Therapy	\$125/hour			
	Parent Counseling	\$85/hour			
	Psychological Services	\$130/hour			
	Social Work Services	\$125/hour			
Global Teletherapy Consulting	Behavior Mental Health	\$2,200/scholar	35		
	Occupational Therapy	\$2,200/scholar	25		
	Speech Language Therapy	\$2,200/scholar	42		
Oxford Consulting Services (in partnership with Electronic Therapy)	Behavior Mental Health	\$600 day/unlimited scholars			
	Occupational Therapy	\$600 day/unlimited scholars			
	Speech Language Therapy	\$600 day/unlimited scholars			

PresenceLearning	Behavior Mental Health	\$2,317.03/scholar	12		
	Occupational Therapy	\$2,317.03/scholar	15		
	Speech Language Therapy	\$2,317.03/scholar	40		

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

# Master Contract

**2019-2020**

# Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA

Compass Charter Schools

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Contract Year 2019-2020

Nonpublic School

Nonpublic Agency

Type of Contract:

Master Contract for the fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date: \_\_\_\_\_

***When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.***

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**2019-2020****CONTRACT NUMBER:****LOCAL EDUCATION AGENCY:** Compass Charter Schools**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:** PresenceLearning, Inc.

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
MASTER CONTRACT

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS****1. MASTER CONTRACT**

This Master Contract is entered into on July 1, 2019, between Compass Charter Schools, hereinafter referred to as the local educational agency ("LEA"), a member of the El Dorado SELPA and PresenceLearning, 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.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit 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 Services Agreement (hereinafter referred to as "ISA") and a Nonpublic Services student Enrollment form as specified in the LEA Procedures. Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (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 ISA developing including invoicing.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed 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 nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school 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 nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency 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.* and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR's nonpublic school/agency 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 contract 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. Total student enrollment shall be limited to capacity as stated 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 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.).

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE 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 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, 2019 to June 30, 2020 (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. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2019. In the event the contract is not renegotiated by June 30<sup>th</sup>, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d)) 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 Individual Services Agreement (“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 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 SERVICES AGREEMENT

This contract 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. 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 nonpublic school or agency.

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 nonpublic school/agencies. 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 the contract, unless otherwise specified in the 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 designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she 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 a biological or adoptive parent, unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child, 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, a surrogate parent, 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). Parent does not include the state or any political subdivision of government or the nonpublic school or agency 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 "Agreement" 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 or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the 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; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; 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; 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, 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 nonpublic school and/or agency certifications by-laws; 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; and bank statements and canceled checks or facsimile thereof. Positive attendance is required.

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/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 parents access to student records, 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, and 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 Individual Service Agreement 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 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 his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, 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

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

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. **Business Auto Liability Insurance** for all owned scheduled, 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.

- C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- 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, the CONTRACTOR's insurance coverage shall be primary insurance as respects 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 may 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 a nonpublic school affiliated with a **residential treatment center (NPS/RTC)**, the following insurance policies are required:

- A. **Commercial General Liability** coverage of **\$3,000,000 per Occurrence** and **\$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 ~~Offices~~ 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, to the extent that such loss, expense, damage or liability was proximately caused by the negligent 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 district employees acting within the course and scope of their respective duties and that its self-insurance covers 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 Agreement 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 Agreement 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 held to be a partner, joint venturer, co-principle, 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 holding, 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 without limitation 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 may 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 45 Clearance Requirements and Section 46 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 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.

Unless CONTRACTOR and LEA otherwise agree in writing, 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, in its discretion, 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, in its discretion, 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.

When CONTRACTOR is a Nonpublic Agency, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide

designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

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 unlawfully discriminate on the basis of gender, nationality, race or ethnicity, religion, age, sexual orientation, gender identity, gender expression, or disability or any other classification protected by federal or state law, in employment or operation of its programs.

## **EDUCATIONAL PROGRAM**

### **21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)**

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 to each student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency 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 for students, 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 nonpublic school. 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 nonpublic school and nonpublic agency 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.*, and shall ensure that facilities are adequate to provide LEA students with an environment, which

meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written plan that specifies the nature of their nonpublic agency 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, 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. Licensed Children's Institution (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 nonpublic agency, 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 nonpublic agency 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. Reserved.**

### **25. CALENDARS**

When CONTRACTOR is a nonpublic agency, 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 nonpublic agency 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 all data related to any and all sections of this contract and requested by and in the format required by the LEA. It is understood that all nonpublic school and agencies shall utilize the LEA approved electronic IEP system for all IEP development 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.

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. RESERVED.****29. MANDATED ATTENDANCE AT LEA MEETINGS**

CONTRACTOR shall attend LEA mandated meetings (via teleconference) 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, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings.

**30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS**

CONTRACTOR shall comply with the requirements of Education Code section 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 Individualized Education Program ("IEP") team determines that a student's behavior impedes his or her 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 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 Behavior Intervention Plan ("BIP") or Positive Behavior Intervention Plan ("PBIP"), 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. (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention. (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 his or her senses. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program 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.

*(Added by Stats. 2013, Ch. 48, Sec. 43. Effective July 1, 2013.)*

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 a District 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.

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 and a

manifestation IEP team meeting shall be scheduled. 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<sup>th</sup>) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

### **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 nonpublic school; 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, if appropriate, 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 his or her 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. It is understood that Contractor will join any meetings by teleconference unless otherwise mandated by a Student's IEP, judicial order, or settlement agreement."

. 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 SELPA shall provide training for any NPS and NPA to assure access to the approved system. The NPS and/or NPA 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, the NPS/NPA 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 comply with LEA surrogate parent assignments. 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.

#### **34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. 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. RESERVED.**

#### **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).

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 Nonpublic Agency 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. RESERVED.**

**38. STUDENT CHANGE OF RESIDENCE**

Within five (5) school days after CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA of the student's change of residence as specified in LEA Procedures. 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 after the student's change of residence.

**39. RESERVED.**

**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. 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. 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.

CONTRACTOR providing services in the student's home as specified in the IEP shall assure 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 emergency situation. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to the LEA.

**41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT**

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 *et. seq.*, and LEA procedures regarding visitors to school campuses specified by LEA policy and in the LEA procedures, and the procedures of the campus being visited. CONTRACTOR shall be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on LEA public school campuses.

For services provided on a public school campus, sign in/out procedures shall be followed along with all procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the educational program and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program. It is understood, that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the contract.

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.

**42. RESERVED.**

**43. RESERVED.**

**44. MONITORING**

.LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits. CONTRACTOR shall be invited to participate in the review of each student's progress.

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S 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 and 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 nonpublic school, 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.

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 nonpublic school, 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

### 45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1 and 35021.2 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 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). Clearance certification shall be submitted to the LEA.

The passage of AB 389 amends Education Code sections 44237 and 56366.1 as to the verification that the CONTRACTOR has received a successful criminal background check clearance and has enrolled in subsequent arrest notification service, as specified, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting two (2) sets of fingerprints for the purpose of obtaining a criminal record summary from the Department of Justice and the Federal Bureau of Investigation. 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 nonpublic, nonsectarian school or agency. 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.

### 46. 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(y), 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 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.).

#### **47. 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 notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to students as specified in the LEA Procedures. 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.

#### **48. STAFF ABSENCE**

When CONTRACTOR is a nonpublic agency 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.

#### **49. 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 nonpublic school or agency 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 nonpublic agency 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. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

### **HEALTH AND SAFETY MANDATES**

#### **50. 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.*, 49406, and Health and Safety Code Section 3454(a) 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.

#### **51. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to students virtually and the student will remain in LEA's premises at all times. .

#### **52. RESERVED.**

#### **53. 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.



**54. 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.

**55. 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.

**56. 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****57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall assure that the school or 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. 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 in the LEA Procedures. 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 31<sup>st</sup> 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.

## **58. 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 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 entire amount 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. 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: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

## **59. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR will not bill Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students..

## **60. PAYMENT FOR ABSENCES**



**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<sup>th</sup>) consecutive service day of the student's absence, as specified in the LEA Procedures..

**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 records 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 nonpublic school and/or agency 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 noted 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 not 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 1<sup>st</sup> day of July, 2019 and terminates at 5:00 P.M. on June 30, 2020, unless sooner terminated as provided herein.

**CONTRACTOR**

**LEA**

\_\_\_\_\_  
Nonpublic School/Agency

Compass Charter Schools  
LEA Name \_\_\_\_\_

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

**Name and Title of Authorized Representative**

**Name and Title of Authorized Representative**

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

<b>Name and Title</b>	<b>Name and Title</b> Compass Charter Schools
<b>Nonpublic School/Agency/Related Service Provider</b>	<b>LEA</b> 805 Hampshire Rd, Suite P
<b>Address</b>	<b>Address</b> Thousand Oaks CA 01361
<b>City State Zip</b>	<b>City State Zip</b> 805-807-5058 805-590-7077
<b>Phone Fax</b>	<b>Phone Fax</b> ggolan@compasscharters.org
<b>Email</b>	<b>Email</b>

**Additional LEA Notification  
(Required if completed)**

\_\_\_\_\_  
**Name and Title**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**City State Zip**

\_\_\_\_\_  
**Phone Fax**

\_\_\_\_\_  
**Email**

**EXHIBIT A: 2018-2019 RATES**

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: \_\_\_\_\_

The CONTRACTOR CDS NUMBER: \_\_\_\_\_

PEREDCODE 56366 – TEACHER-TO-PUPIL RATIO: \_\_\_\_\_

Maximum Contract Amount: \_\_\_\_\_

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) Daily Basic Education Rate: \_\_\_\_\_

2) Inclusive Education Program  
 (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: \_\_\_\_\_

3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Language and Speech (415)</u>	_____	_____
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	_____	_____
<u>Assistive Technology Services (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	_____	_____
<u>Physical Therapy (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____

<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____
<u>Interpreter Services (715)</u>	_____	_____
<u>Audiological Services (720)</u>	_____	_____
<u>Specialized Vision Services (725)</u>	_____	_____
<u>Orientation and Mobility (730)</u>	_____	_____
<u>Specialized Orthopedic Services (740)</u>	_____	_____
<u>Reader Services (745)</u>	_____	_____
<u>Transcription Services (755)</u>	_____	_____
<u>Recreation Services, Including Therapeutic (760)</u>	_____	_____
<u>College Awareness (820)</u>	_____	_____
<u>Work Experience Education (850)</u>	_____	_____
<u>Job Coaching (855)</u>	_____	_____
<u>Mentoring (860)</u>	_____	_____
<u>Travel Training (870)</u>	_____	_____
<u>Other Transition Services (890)</u>	_____	_____
<u>Other (900)</u>	_____	_____
<u>Other (900)</u>	_____	_____

## **AGREEMENT**

This Agreement is made as of August 4, 2019 (the "**Effective Date**"), by and between **AmplioSpeech, Inc.**, a Delaware corporation, with offices at 6110 Executive Blvd., Rockville, MD 20852 ("**AmplioSpeech**"), and **Compass Charter Schools**, 850 Hampshire Rd. Suite P, Thousand Oaks, CA 91361 ("**School Board**").

### **RECITALS**

- A. The parties wish to enter into this non-exclusive Services Agreement for the provision by AmplioSpeech to the School Board of Speech-Language Therapy Services (as Services is defined below); and
- B. AmplioSpeech holds exclusive usage rights for a unique and proprietary platform for Digital Speech-Language Therapy (the "**Platform**").

**Now Therefore**, in consideration of their mutual promises and obligations, the sufficiency of which is hereby acknowledged by the parties, the parties have agreed as follows:

1. **Scope of Services.** AmplioSpeech will provide School Board with online digital speech-therapy services that combine the Platform and the necessary speech language pathology personnel (each, an "**SLP**"), as described in more detail in **Exhibit "A"**, attached hereto (the "**Services**"). AmplioSpeech will conduct comprehensive screening of SLPs participating in the performance of the Services. AmplioSpeech will be responsible for payment of any amount due to a SLP in connection with the Services, including, without limitation, wages and applicable payroll taxes, deductions, and applicable insurance coverage. School Board will report to AmplioSpeech any performance issues, incidents, errors and other events related to the care and services provided by AmplioSpeech personnel. All supporting documentation will be provided by School Board to AmplioSpeech within 72 hours of the occurrence of any incident.
2. **Pricing and Payment Terms.** In consideration for the Services, School Board shall pay AmplioSpeech the amounts specified in **Exhibit "B"**, on the dates specified in **Exhibit "B"**. Invoices shall be considered past due 30 days from the date of invoice and begin to incur the applicable default charge of 1.5% per month, or the maximum legal interest rate, whichever is lower.
3. **Term and Termination.** The term of this Agreement will commence on the Effective Date and will continue for a period of 1 (one) year; thereafter the term of this Agreement shall be automatically extended for additional periods of 1 year each, unless terminated earlier by either party in accordance with this Agreement.

This Agreement may be terminated by either party on delivery of written notice of termination to the other party, as follows:

- If the other party materially breaches this Agreement, such breach is capable of being cured and the breaching party fails to cure such breach within 30 days after receipt of written notice of such breach from the non-breaching party; or
  - If the other party: (i) makes a general assignment for the benefit of creditors, (ii) admits in writing its inability to pay debts as they come due, (iii) voluntarily files a petition or similar document initiating any bankruptcy or reorganization proceeding, or (iv) involuntarily becomes the subject of a petition in bankruptcy or reorganization proceeding and such proceeding shall not have been dismissed or stayed within 60 days after such filing.
4. **Insurance.** AmplioSpeech will maintain at least the following minimum amounts of insurance:
    - Professional Liability of \$1,000,000 per occurrence and \$3,000,000 aggregate.
    - General Liability - \$2,000,000 per occurrence and \$4,000,000 aggregate;
    - Workers Compensation - in accordance with state regulations;
    - Employers Liability - \$2,000,000;

5. **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER WHATSOEVER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES ON ACCOUNT OF LOST PROFITS, LOST DATA, LOSS OF USE OF DATA, OR LOST OPPORTUNITY, WHETHER OR NOT PLACED ON NOTICE OF ANY SUCH ALLEGED DAMAGES AND REGARDLESS OF THE FORM OF ACTION IN WHICH SUCH DAMAGES MAY BE SOUGHT. THE FEES DUE UNDER THIS AGREEMENT ARE NOT CONSIDERED SPECIAL DAMAGES OR LOST PROFITS AND SHALL NOT BE LIMITED BY THESE PROVISIONS.

6. **Non-Solicitation.** School Board agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or otherwise engage any SLP that became known to School Board through the Services for a period of 1 year following termination of this Agreement. If School Board or its affiliate enters into such a relationship or refers SLP to a third party for engagement, School Board agrees to pay AmplioSpeech an amount of \$35,000.

7. **Confidentiality. "Confidential Information"** shall mean information provided by the disclosing party (the "**Disclosing Party**") to the other party ("**Recipient**"), pursuant to this Agreement, or in anticipation hereof, which is marked "Confidential" when disclosed or would otherwise reasonably be expected to be treated as confidential by the Disclosing Party. For purposes of this Agreement, Confidential Information shall not include any information: (a) which is known to the Recipient prior to the disclosure by the Disclosing Party or is generally available to the public, (b) which Recipient lawfully had in its possession prior to the Effective Date of this Agreement or any underlying confidentiality agreement between the parties, or (c) which, hereafter, through no act on the part of the Recipient, becomes information generally available to the public.

The Recipient shall treat the Disclosing Party's Confidential Information with the same level of care that it treats its own confidential information of a similar nature, but in no event less than reasonable care. Recipient shall limit its disclosures of the Disclosing Party's Confidential Information to Recipient's employees, agents, and subcontractors on a need-to-know basis and then only if such individuals are bound by obligations of confidentiality which are at least as restrictive as the terms of this Agreement. Confidential Information shall not be used by the Recipient or Recipient's employees, agents, or subcontractors except for the purpose of performing their obligations under this Agreement. Neither party shall reveal, publish, or otherwise disclose the Confidential Information of the other party without the prior written consent of the Disclosing Party. Recipient shall be solely responsible for any disclosures or uses of the Disclosing Party's Confidential Information made by Recipient's employees, agents, or subcontractors that violate this Agreement. Recipient may disclose Confidential Information to the extent required by law or order of a court of competent jurisdiction, *provided* that Recipient (A) promptly notifies the Disclosing Party of such disclosure before divulging Confidential Information to enable the Disclosing Party to seek a protective order or employ other means to preserve the confidential nature of that information, and (B) provides assistance in obtaining an order to protect such Confidential Information.

8. **Family Education Rights and Privacy Act.** AmplioSpeech shall comply with all laws, rules and regulations pursuant to the Family Educational Rights and Privacy Act, 20 USC 1232g ("**FERPA**") and acknowledges that certain information about the School Board's students is contained in records maintained by AmplioSpeech and the SLPs and that this information can be confidential by reason of FERPA and related School Board policies. Both parties agree to protect these records in accordance with FERPA and School Board policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities. As it applies, SLP's assigned to School Board will execute a FERPA Statement of Understanding outlining appropriate guidelines.

9. **Parents/Legal guardian consent form.** It is hereby agreed that it is the School Board responsibility to obtain the signatures of students' legal guardian on a consent form as attached in **Exhibit "C"**.

10. **Independent Contractor.** The parties hereto specify and intend that the relationship of each to the other is that of an independent contractor.

11. **Severability.** If any provision of this Agreement (other than a term or provision relating to any payment obligation) is held by a court of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement or the application of such provision to persons or



circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each such provision of this Agreement shall be valid and enforceable to the extent granted by law.

12. **No Waiver.** No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by any party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the party waiving its rights.

13. **Survival.** The parties' obligations under this Agreement which by their nature continue beyond termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

14. **Entire Agreement.** This Agreement, together with the Exhibit hereto, constitute the sole and entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior negotiations, dealings, agreements and understandings of the parties in connection therewith.

15. **Amendment.** No amendment, modification or alteration of this Agreement shall be valid unless it shall be in writing and signed by the parties hereto.

16. **Headings.** The headings of the articles and paragraphs contained in this Agreement are inserted for convenience and are not intended to be part of or to affect the interpretation of this Agreement.

17. **Advice of Counsel.** Each party acknowledges and represents that, in executing this Agreement, it has had the opportunity to seek advice as to its legal rights from legal counsel and has read and understood all of the terms and provisions of this Agreement.

18. **Governing Law.** This Agreement shall be governed solely by the laws of the State of Maryland of the United States of America, without regard to its principles of conflicts of law. The application of the United Nations Convention on Contracts for the International Sale of Goods and other international laws are expressly excluded. Any disputes arising under this Agreement will be resolved as follows: (a) the senior management of both parties will meet (in person or via teleconference) to attempt to resolve the dispute; (b) if senior management cannot resolve the dispute, either party may make a written request for formal resolution of the dispute. The written request will specify the scope of the dispute; (c) within 30 days after such written request, the parties will meet for one day with an impartial mediator and consider dispute resolution alternatives other than litigation; and (d) if an alternative method of dispute resolution is not agreed upon within 30 days of the mediation, either party may start litigation proceedings. If any dispute arising out of this Agreement or any action or proceeding to enforce a judgment based on a cause of action arising out of this Agreement is arbitrated or litigated between the parties hereto, the prevailing party shall be entitled to recover its reasonable costs of litigation, including reasonable legal fees, in addition to any other relief to which it may be entitled. In the event of a default in payment hereunder that is not the subject of a *bona fide* dispute, the injured party may recover its reasonable costs of collection, including but not limited to legal fees.

19. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

20. **Miscellaneous.** School Board agrees that contractor may use School Board's name and logo in publications and for marketing purposes, so long as such use does not impair School Board's reputation.



**In Witness Whereof the parties have signed:**

**AmplioSpeech, Inc.:**

By: \_\_\_\_\_

Name: Curtiss Stancil

Title: Chief Growth Officer

**School Board:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit "A" – The Services**

AmplioSpeech Digital Speech-Language Therapy services focused on students' outcomes and monitored progress. The award-winning service delivery model is designed to provide accelerated progress towards student's goals, and comprises of the following service modules:

Service Module	Included	Not Included
A. <b>Individual Online Therapy Sessions</b> – Individual therapy session conducted via a secure online video connection with a licensed and trained SLP (the "SLP"). During the session, the SLP utilizes a library of online materials to engage the student and enhance the therapy session.	YES	
B. <b>Online Practice Buddy Sessions</b> – Online practice sessions with licensed SLP-A, SLP or a CFY (the "Practice Buddy") supervised by the SLP. The Practice Buddy works with the student on practice exercises assigned by the SLP and reports back to the SLP to ensure continuous and coordinated cycle.	YES	
C. <b>Online Self-Practice Sessions</b> – Online practice sessions, where students conduct speech-language exercises assigned by the SLP specifically for the individual student.	YES	
D. <b>Case Management and Monitoring</b> – A School Services Manager (SSM) assigned to the school caseload, administers and manages the service, ensures service continuity, monitors adherence to IEP time and SLP assignments completion. The SSM acts as the School Board main focal point for day to day service requirements.	YES	
E. <b>Clinical Outcome Management</b> – A Clinical Service Manager (CSM) assigned to the school caseload, overseeing the students clinical progress towards their IEP goals and the therapy outcome. The CSM works with the SLPs to intervene when and as needed.	YES	
F. <b>Amplio Progress Reports</b> – School staff will have access to progress reports retrieved from AmplioSpeech online platform, based on the SLP session summaries and measurements of the student skill level against the specific IEP goal.	YES	
G. <b>School Progress Reports</b> – AmplioSpeech SLP will prepare progress reports and paperwork per school needs. May require access to and training on the school online special education system.	YES	
H. <b>Assessments, Evaluations and IEP</b> – A certified SLP will provide assessments and evaluation to referrals, prepare the IEP and present it in the IEP meeting.	YES	
I. <b>Medicaid Reports</b> – AmplioSpeech will support school with required information for Medicaid claims.	YES	
J. <b>Tablets and Headsets Loan</b> – Provide tablets and headsets required for therapy and/or practice sessions. The hardware will be returned to AmplioSpeech in good working condition at the end of the term.	PER NEED	

**Exhibit "B" – Pricing and Payment Terms**

AmplioSpeech offers the following case-based pricing schedule:

<b>Item</b>	<b>Unit</b>	<b>Price per unit</b>
Modules 'A' through 'I' per Exhibit "A"	Per student per school year	\$2,290
Tablets and Headsets Loan	Per tablet and headset per school year	\$200

Payment terms: Net 30 through ACH

Additional terms:

- School year period is 9 calendar months.
- Average of 30 minutes IEP time per student per week (up to 30% of students can have over 30 minutes 1:1 therapy / week IEP time).
- Based on AmplioSpeech therapy model, technology ,practice sessions and student's needs, AmplioSpeech is permitted to rewrite IEP's .
- Minimum caseload of 35 students.

**Exhibit "C" – Legal Guardian Consent form**

**Consent for Digital Speech-Language Therapy**

AmplioSpeech Inc. delivers digital speech-language therapy, that optimizes clinical outcomes, combining qualified and trained speech-language pathologists with award-winning technologies. Your child will receive speech-language services by AmplioSpeech. We would appreciate your consent by filling this form.

Date: \_\_\_\_\_

Email address: \_\_\_\_\_

Parent / Guardian Full Name: \_\_\_\_\_

Student Full Name: \_\_\_\_\_

Student Date of Birth: \_\_\_\_\_

Student Gender: M/F (please mark)

AmplioSpeech Terms of Service <https://www.ampliospeech.com/terms/>

- I agree to AmplioSpeech Terms of Service
- I do not agree to AmplioSpeech Terms of Service

AmplioSpeech Privacy Policy <https://www.ampliospeech.com/privacy-policy/>

- I agree to AmplioSpeech Privacy Policy
- I do not agree to AmplioSpeech Privacy Policy

**More Information**

- I would like to receive more information about AmplioSpeech technology and news
- I do not want to receive more information about AmplioSpeech

A copy of your responses will be emailed to the address you provided.

## **Exhibit "D" – Service Level Agreement**

### Overview

This document represents a Service Level Agreement ("SLA" or "Agreement") between AmplioSpeech and School for the provisioning of Digital Speech-Language Therapy Services ("Service"). The purpose of this SLA is to ensure the proper elements, understandings and commitments are in place to provide effective and consistent service to School by AmplioSpeech.

### **AmplioSpeech responsibilities**

1. Assign a School Services Manager (SSM) who will lead the implementation project, ensure that AmplioSpeech and School tasks are completed in a timely manner and make sure all parties are coordinated to ensure the Service will start as quickly as possible.
2. Provide technical support available during school hours to assist in troubleshooting technical issues if and when arise.
3. Assign certified, qualified and trained SLPs and/or SLP-As and/or CFYs as needed to satisfy the School required services per this agreement.
4. Provide training to the School Facilitator(s) to perform the tasks required to initiate troubleshoot and contact support as needed.
5. Create the therapy schedule with support from the School, or support the School in creating the therapy schedule.

### **School Responsibilities**

1. Assign a main point of contact for the implementation process, who will ensure School implementation tasks are completed in a timely manner to allow the service to start as planned.
2. Assign a school IT specialist who will set up the required hardware as needed (computers, webcams, headsets, microphones, etc.) and ensure the web-based digital platform address can pass through the School network firewalls.
3. Assign and provide the email address and phone number of each site facilitator, who will help with the logistics of the therapy, ensure students log-in to the therapy and/or practice session at the scheduled time slot and communicate on a daily basis with AmplioSpeech SSM concerning any schedule changes, logistical issues or specific requirements.
4. Four weeks prior to service start day, Provide the caseload information including, but not limited to, number of students, required IEP time and/or sessions frequency for each, parents/guardians contact information, and IEP goals.
5. Work with AmplioSpeech SSM to obtain parents' consent to provide digital speech-language therapy to their child.
6. Provide access to the students IEP software
7. Provide the academic schedule for each student and school year calendar.
8. Provide daily attendance record for AmplioSpeech students



# Nonpublic, Nonsectarian School/Agency Services

## Master Contract

*2019-2020*

# MASTER CONTRACT

## GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA Compass Charter Schools

Contract Year 2019-2020

       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.

       Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

       Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date:                     

***When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.***



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2019-2020

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: Compass Charter Schools

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: \_\_\_\_\_

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
**MASTER CONTRACT**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into on July 1, 2019, between Compass Charter Schools, hereinafter referred to as the local educational agency ("LEA"), a member of the El Dorado SELPA and Anchor Counseling Solutions (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.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit 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 Services Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (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 ISA developing including invoicing.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed 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 nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school 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 nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency 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.* and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR's nonpublic school/agency 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 contract 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 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 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 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 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, 2019 to June 30, 2020 (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. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2019. In the event the contract is not renegotiated by June 30<sup>th</sup>, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d)) 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 Individual Services Agreement 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 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 SERVICES AGREEMENT**

This contract 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. 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 nonpublic school or agency.

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 nonpublic school/agencies. 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 the contract, unless otherwise specified in the 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 designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she 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).

Parent does not include the state or any political subdivision of government or the nonpublic school or agency 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 "Agreement" 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 or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the 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; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; 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; 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, 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 nonpublic school and/or agency certifications by-laws; 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; 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, and date/time of access for each individual requesting or receiving information from the student's record. 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 parents access to student records, 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, and 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 Individual Service Agreement 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 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 his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, 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 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 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**, the CONTRACTOR's insurance coverage shall be primary insurance as respects 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** may 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 a nonpublic school 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, to the extent that such loss, expense, damage or liability was proximately caused by the negligent 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 district employees acting within the course and scope of their respective duties and that its self-insurance covers 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 Agreement 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 Agreement 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 held to be a partner, joint venturer, co-principle, 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 holding, 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 may 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 45 Clearance Requirements and Section 46 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 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.

Unless CONTRACTOR and LEA otherwise agree in writing, 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, in its discretion, 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, in its discretion, 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.

When CONTRACTOR is a Nonpublic Agency, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

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)**

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 to each student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency 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 for students, 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 nonpublic school. 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 nonpublic school and nonpublic agency 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.*, and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and predictors 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 a local education agency (LEA), that contracts with the nonpublic school: (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 nine through twelve 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 nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written plan that specifies the nature of their nonpublic agency 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, 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. Licensed Children's Institution (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 nonpublic agency, 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 nonpublic school, 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 pass 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 nonpublic agency 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 nonpublic school, 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 nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure 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 nonpublic agency.



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 a nonpublic school, 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 students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her 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 actually 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 nonpublic school 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 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 nonpublic agency, 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 nonpublic agency 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 all data related to any and all sections of this contract and requested by and in the format required by the LEA. It is understood that all nonpublic school and agencies shall utilize the LEA approved electronic IEP system for all IEP development 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.

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 nonpublic school, 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"), 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, 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 its implementing regulations. If the Individualized Education Program (“IEP”) team determines that a student’s behavior impedes his or her 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 annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with an approved SELPA crisis intervention program. Evidence of such training to applicable or relevant staff shall be submitted to the LEA at the beginning of the school year and within six (6) days of any new hire as referenced above.

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 Behavior Intervention Plan (“BIP”) or Positive Behavior Intervention Plan (“PBIP”), 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. (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention. (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 his or her senses. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program 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 a District 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.

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 and a manifestation IEP team meeting shall be scheduled. 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<sup>th</sup>) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

### **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 nonpublic school; 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, if appropriate, 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 his or her 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 SELPA shall provide training for any NPS and NPA to assure access to the approved system. The NPS and/or NPA 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, the NPS/NPA 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 comply with LEA surrogate parent assignments. 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 nonpublic school 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. 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.

### **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).

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 Nonpublic Agency 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. TRANSCRIPTS**

When CONTRACTOR is a nonpublic school, 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.

### **38. STUDENT CHANGE OF RESIDENCE**

Within five (5) school days after CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA of the student's change of residence as specified in LEA Procedures. 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 after 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 student's discharge against professional advice from a Nonpublic Schools/Residential Treatment Center ("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. 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. 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.

CONTRACTOR providing services in the student's home as specified in the IEP shall assure 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 emergency situation. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to the LEA.

#### **41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS**

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "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 1501.1(b), AB 1858 (2004), AB490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 et seq., Cal. Code Regs., Title 2, section 60100 et seq. regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs.

If CONTRACTOR is a nonpublic, nonsectarian school 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 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.

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 nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school 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 Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

#### **42. STATE MEAL MANDATE**

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

#### **43. MONITORING**

CONTRACTOR shall allow LEA representatives access to its facilities for periodic monitoring of each student's instructional program and shall be invited to participate in the formal review of each student's progress. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, 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.



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 State Superintendent of Public Instruction (“Superintendent”) 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 and 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 nonpublic school, 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.

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 nonpublic school, 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 and 35021.2 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 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). Clearance certification shall be submitted to the LEA.

The passage of AB 389 amends Education Code sections 44237 and 56366.1 as to the verification that the CONTRACTOR has received a successful criminal background check clearance and has enrolled in subsequent arrest notification service, as specified, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting two (2) sets of fingerprints for the purpose of obtaining a criminal record summary from the Department of Justice and the Federal Bureau of Investigation. 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 nonpublic, nonsectarian school or agency. 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(y), 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)).

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

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. CALSTRS RETIREMENT REPORTING**

CONTRACTOR shall identify to the LEA any employee (or the CONTRACTOR, if the CONTRACTOR is an individual) expected to perform services under this Agreement who is then-receiving CalSTRS benefits, and who may perform creditable service for the LEA as defined in Education Code 22119.5. Identification to the LEA shall include the individual's full legal name and STRS and social security identification numbers. Before any services by the individual are provided, the CONTRACTOR shall provide to the LEA a signed written confirmation from the individual that

he/she is aware of the separation-from-service requirement and earnings limitations imposed by Education Code Sections 22714, 24114, 24116, 24214, 24214.5, and 24215. CONTRACTOR shall thereafter provide on a monthly basis to the LEA the actual amounts paid to the individual for services rendered under this Agreement, with the LEA responsible for reporting the individual's earnings to CalSTRS as required by law or regulation.

#### **47. 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.

#### **48. STAFF ABSENCE**

When CONTRACTOR is a nonpublic agency 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.

#### **49. 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 nonpublic school or agency 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 nonpublic school or agency 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**

### **50. 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.*, 49406, and Health and Safety Code Section 3454(a) 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.

### **51. 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 nonpublic school, 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.

### **52. ADMINISTRATION OF MEDICATION**

CONTRACTOR shall comply with the requirements of California Education Code section 49423 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) provides 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 assuring 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.

### **53. 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.

### **54. 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.

### **55. 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.

### **56. 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**

### **57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall assure that the school or 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. 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 in the LEA Procedures. 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 31<sup>st</sup> 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.



**58. 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 entire amount 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. 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: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

## **59. 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.

## **60. 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<sup>th</sup>) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

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<sup>th</sup>) consecutive service day of the student’s absence, as specified in the LEA Procedures. LEA shall not be responsible for the payment of services when a student is absent.

#### **61. 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 under Education Code Section 41422:

- a. If CONTRACTOR remains open 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- 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 school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the signed ISA, as though the student were continuing in their regular attendance, until alternative placement can be found.
- c. LEA and NPS School Closure- On days the LEA is funded, CONTRACTOR shall receive payment consistent with the signed ISA, until alternative placement can be found. 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 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.

#### **62. 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 records 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 nonpublic school and/or agency 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.

### **63. 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 noted 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.

### **64. DEBARMENT CERTIFICATION**

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not 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  1<sup>st</sup>  day of July, 2019 and terminates at 5:00 P.M. on June 30, 2020, unless sooner terminated as provided herein.

CONTRACTOR

LEA

Anchor Counseling & Education Solutions, LLC

Compass Charter Schools

Nonpublic School/Agency

LEA Name

By: Guillermo Valdez II    8/7/2019  
 Signature    Date

By: \_\_\_\_\_  
 Signature    Date

Guillermo Valdez II / CEO and Founder

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:

Guillermo Valdez II/ CEO

Gabi Golan/Special Education Director

Name and Title

Name and Title

Anchor Counseling & Education Solutions, LLC

Compass Charter Schools

Nonpublic School/Agency/Related Service Provider

LEA

601 S. Figueroa St.                      suite 4050

805 Hampshire Rd, Suite P

Address

Address

Los Angeles,                      CA.                      90017

Thousand Oaks                      CA                      91361

City                                      State                      Zip

City                                      State                      Zip

213-505-6322

805-807-5058

Phone                                      Fax

Phone                                      Fax

guillermo@anchorcounseling.solutions

ggolan@compasscharters.org

Email

Email

Additional LEA Notification  
 (Required if completed)

\_\_\_\_\_  
 Name and Title

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 City                                      State                      Zip

\_\_\_\_\_  
 Phone                                      Fax

\_\_\_\_\_  
 Email

**EXHIBIT A: 2019-2020 RATES**

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: \_\_\_\_\_

The CONTRACTOR CDS NUMBER: \_\_\_\_\_

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: \_\_\_\_\_

Maximum Contract Amount: \_\_\_\_\_

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) Daily Basic Education Rate: \_\_\_\_\_
- 2) Inclusive Education Program  
 (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student’s IEP.)  
 DAILY RATE: \_\_\_\_\_
- 3) Related Services

Service	Rate	Period
Intensive Individual Services (340)	\$130.00	_____
Language and Speech (415)	_____	_____
Adapted Physical Education (425)	_____	_____
Health and Nursing: Specialized Physical Health Care (435)	_____	_____
Health and Nursing: Other Services (436)	_____	_____
Assistive Technology Services (445)	_____	_____
Occupational Therapy (450)	\$125.00	_____
Physical Therapy (460)	_____	_____
Individual Counseling (510)	\$85.00	_____
Counseling and Guidance (515)	\$85.00	_____
Parent Counseling (520)	\$85.00	_____
Social Work Services (525)	\$125.00	_____
Psychological Services (530)	\$130.00	_____

Behavior Intervention Services (535)	\$125.00	
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		
Interpreter Services (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
Other (900)		
Other (900)		

**EXHIBIT B: 2019-2020 ISA**

**INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES**  
(Education Code Sections 56365 et seq.)

This agreement is effective on \_\_\_\_\_ or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 201\_\_\_\_, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency \_\_\_\_\_ Nonpublic School \_\_\_\_\_

LEA Case Manager: Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Pupil Name \_\_\_\_\_ Sex:  M  F Grade: \_\_\_\_\_  
(Last) (First) (M.I.)

Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_

DOB \_\_\_\_\_ Residential Setting:  Home  Foster  LCI # \_\_\_\_\_  OTHER \_\_\_\_\_

Parent/Guardian \_\_\_\_\_ Phone ( ) \_\_\_\_\_ ( ) \_\_\_\_\_  
(Residence) (Business)

Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_  
(If different from student)

**AGREEMENT TERMS:**

1. *Nonpublic School:* The average number of mins in the instructional day will be: \_\_\_\_\_ during regular school year  
\_\_\_\_\_ during extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: \_\_\_\_\_ during regular school year  
\_\_\_\_\_ during extended school year
3. Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.
  - A. INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE: (Applies to nonpublic schools only): Daily Rate: \_\_\_\_\_

**Estimated Number of Days \_\_\_\_\_ x Daily Rate \_\_\_\_\_ = PROJECTED BASIC EDUCATION COSTS \_\_\_\_\_**

**B. RELATED SERVICES:**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							



SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)I							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST\$ \_\_\_\_\_

**TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS** \$ \_\_\_\_\_

4. Other Provisions/Attachments:\_\_\_\_\_

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

6. Progress Reporting Requirements: \_\_\_\_\_ Quarterly \_\_\_\_\_ Monthly \_\_\_\_\_ Other (Specify) \_\_\_\_\_

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA/SELPA-

\_\_\_\_\_  
(Name of Nonpublic School/Agency)

\_\_\_\_\_  
(Name of LEA/SELPA)

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Name of Superintendent or Authorized Designee)

# **Nonpublic, Nonsectarian School/Agency Services**

## **Master Contract**

***2019-2020***

# MASTER CONTRACT

## GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA Compass Charter Schools

Contract Year: 2019-2020

         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.

         Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

         Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date:         

***When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.***

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2019-2020

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: Compass Charter SchoolsNONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Oxford Consulting Services, Inc.

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
**MASTER CONTRACT**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into on July 1, 2019, between Compass Charter Schools, hereinafter referred to as the local educational agency ("LEA"), a member of the El Dorado County SELPA and Oxford Consulting Services, Inc. (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit 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 Services Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (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 ISA developing including invoicing.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed 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 nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school 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 nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency 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.* and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR's nonpublic school/agency 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 contract 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 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 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 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 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, 2019 to June 30, 2020 (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. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2019. In the event the contract is not renegotiated by June 30<sup>th</sup>, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d)) 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 Individual Services Agreement 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 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 SERVICES AGREEMENT**

This contract 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. 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 nonpublic school or agency.

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 nonpublic school/agencies. 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 the contract, unless otherwise specified in the 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 designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she 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).

Parent does not include the state or any political subdivision of government or the nonpublic school or agency 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 "Agreement" 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 or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the 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; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; 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; 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, 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 nonpublic school and/or agency certifications by-laws; 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; 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, and date/time of access for each individual requesting or receiving information from the student's record. 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 parents access to student records, 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, and 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 Individual Service Agreement 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 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 his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, 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 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 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, the CONTRACTOR's insurance coverage shall be primary insurance as respects 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 may 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 a nonpublic school 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, to the extent that such loss, expense, damage or liability was proximately caused by the negligent 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 district employees acting within the course and scope of their respective duties and that its self-insurance covers 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 Agreement 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 Agreement 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 held to be a partner, joint venturer, co-principle, 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 holding, 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 may 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 45 Clearance Requirements and Section 46 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 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.

Unless CONTRACTOR and LEA otherwise agree in writing, 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, in its discretion, 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, in its discretion, 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.

When CONTRACTOR is a Nonpublic Agency, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

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)**

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 to each student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency 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 for students, 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 nonpublic school. 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 nonpublic school and nonpublic agency 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., and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and predictors 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 a local education agency (LEA), that contracts with the nonpublic school: (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 nine through twelve 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 nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written plan that specifies the nature of their nonpublic agency 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, 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. Licensed Children's Institution (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 nonpublic agency, 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 nonpublic school, 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 pass 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 nonpublic agency 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 nonpublic school, 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 nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure 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 nonpublic agency.

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 a nonpublic school, 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 students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her 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 actually 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 nonpublic school 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 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 nonpublic agency, 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 nonpublic agency 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 all data related to any and all sections of this contract and requested by and in the format required by the LEA. It is understood that all nonpublic school and agencies shall utilize the LEA approved electronic IEP system for all IEP development 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.

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 nonpublic school, 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"), 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, 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 its implementing regulations. If the Individualized Education Program ("IEP") team determines that a student's behavior impedes his or her 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 annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with an approved SELPA crisis intervention program. Evidence of such training to applicable or relevant staff shall be submitted to the LEA at the beginning of the school year and within six (6) days of any new hire as referenced above.

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 Behavior Intervention Plan ("BIP") or Positive Behavior Intervention Plan ("PBIP"), 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. (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention. (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 his or her senses. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program 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 a District 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.

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 and a manifestation IEP team meeting shall be scheduled. 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<sup>th</sup>) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

### **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 nonpublic school; 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, if appropriate, 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 his or her 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 SELPA shall provide training for any NPS and NPA to assure access to the approved system. The NPS and/or NPA 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, the NPS/NPA 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 comply with LEA surrogate parent assignments. 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 nonpublic school 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. 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.

### **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).

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 Nonpublic Agency 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. TRANSCRIPTS**

When CONTRACTOR is a nonpublic school, 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.

### **38. STUDENT CHANGE OF RESIDENCE**

Within five (5) school days after CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA of the student's change of residence as specified in LEA Procedures. 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 after 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 student's discharge against professional advice from a Nonpublic Schools/Residential Treatment Center ("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. 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. 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.

CONTRACTOR providing services in the student's home as specified in the IEP shall assure 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 emergency situation. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to the LEA.

#### **41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS**

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "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 1501.1(b), AB 1858 (2004), AB490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 et seq., Cal. Code Regs., Title 2, section 60100 et seq. regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs.

If CONTRACTOR is a nonpublic, nonsectarian school 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 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.

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 nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school 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 Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

#### **42. STATE MEAL MANDATE**

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

#### **43. MONITORING**

CONTRACTOR shall allow LEA representatives access to its facilities for periodic monitoring of each student's instructional program and shall be invited to participate in the formal review of each student's progress. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, 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.

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 State Superintendent of Public Instruction ("Superintendent") 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 and 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 nonpublic school, 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.

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 nonpublic school, 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 and 35021.2 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 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). Clearance certification shall be submitted to the LEA.

The passage of AB 389 amends Education Code sections 44237 and 56366.1 as to the verification that the CONTRACTOR has received a successful criminal background check clearance and has enrolled in subsequent arrest notification service, as specified, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting two (2) sets of fingerprints for the purpose of obtaining a criminal record summary from the Department of Justice and the Federal Bureau of Investigation. 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 nonpublic, nonsectarian school or agency. 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(y), 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)).

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. 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. CALSTRS RETIREMENT REPORTING**

CONTRACTOR shall identify to the LEA any employee (or the CONTRACTOR, if the CONTRACTOR is an individual) expected to perform services under this Agreement who is then-receiving CalSTRS benefits, and who may perform creditable service for the LEA as defined in Education Code 22119.5. Identification to the LEA shall include the individual's full legal name and STRS and social security identification numbers. Before any services by the individual are provided, the CONTRACTOR shall provide to the LEA a signed written confirmation from the individual that



he/she is aware of the separation-from-service requirement and earnings limitations imposed by Education Code Sections 22714, 24114, 24116, 24214, 24214.5, and 24215. CONTRACTOR shall thereafter provide on a monthly basis to the LEA the actual amounts paid to the individual for services rendered under this Agreement, with the LEA responsible for reporting the individual's earnings to CalSTRS as required by law or regulation.

#### **47. 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.

#### **48. STAFF ABSENCE**

When CONTRACTOR is a nonpublic agency 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.

#### **49. 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 nonpublic school or agency 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 nonpublic school or agency 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**

### **50. 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.*, 49406, and Health and Safety Code Section 3454(a) 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.

### **51. 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 nonpublic school, 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.

### **52. ADMINISTRATION OF MEDICATION**

CONTRACTOR shall comply with the requirements of California Education Code section 49423 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) provides 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 assuring 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.

### **53. 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.

### **54. 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.

### **55. 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.

### **56. 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**

### **57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall assure that the school or 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. 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 in the LEA Procedures. 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 31<sup>st</sup> 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.

**58. 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 or 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 entire amount 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. 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: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

#### **59. 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.

#### **60. 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<sup>th</sup>) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

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<sup>th</sup>) consecutive service day of the student's absence, as specified in the LEA Procedures. LEA shall not be responsible for the payment of services when a student is absent.

#### **61. 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 under Education Code Section 41422:

- a. If CONTRACTOR remains open 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- 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 school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the signed ISA, as though the student were continuing in their regular attendance, until alternative placement can be found.
- c. LEA and NPS School Closure- On days the LEA is funded, CONTRACTOR shall receive payment consistent with the signed ISA, until alternative placement can be found. 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 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.

#### **62. 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 records 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 nonpublic school and/or agency 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.

### **63. 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 noted 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.

### **64. DEBARMENT CERTIFICATION**

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not 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  1<sup>st</sup>  day of July, 2019 and terminates at 5:00 P.M. on June 30, 2020, unless sooner terminated as provided herein.

CONTRACTOR

LEA

Oxford Consulting Services, Inc.  
Nonpublic School/Agency

\_\_\_\_\_  
LEA Name

By: \_\_\_\_\_ August 6, 2019  
Signature Date

By: \_\_\_\_\_  
Signature Date

Christina Russi, Program Director

\_\_\_\_\_  
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:

Christina Russi, Program Director

Gabi Golan/Special Education Director

Name and Title

Name and Title

Oxford Consulting Services, Inc.

Compass Charter Schools

Nonpublic School/Agency/Related Service Provider

LEA

28202 Cabot Road Suite 300

805 Hampshire Rd, Suite P

Address

Address

Laguna Niguel CA 92677

Thousand Oaks CA 91361

City State Zip

City State Zip

(949)596-9125

805-807-5058 805-590-7077

Phone Fax  
crussi@oxfordconsulting.com

Phone Fax  
ggolan@compasscharters.org

Email

Email

Additional LEA Notification  
(Required if completed)

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone Fax

Email \_\_\_\_\_

**EXHIBIT A: 2019-2020 RATES**

**4.1 RATE SCHEDULE FOR CONTRACT YEAR: SEE ATTACHMENT A**

The CONTRACTOR: \_\_\_\_\_

The CONTRACTOR CDS NUMBER: \_\_\_\_\_

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: \_\_\_\_\_

Maximum Contract Amount: \_\_\_\_\_

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) Daily Basic Education Rate: \_\_\_\_\_
- 2) Inclusive Education Program  
 (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student’s IEP.)  
 DAILY RATE: \_\_\_\_\_
- 3) Related Services

Service	Rate	Period
Intensive Individual Services (340)	_____	_____
Language and Speech (415)	_____	_____
Adapted Physical Education (425)	_____	_____
Health and Nursing: Specialized Physical Health Care (435)	_____	_____
Health and Nursing: Other Services (436)	_____	_____
Assistive Technology Services (445)	_____	_____
Occupational Therapy (450)	_____	_____
Physical Therapy (460)	_____	_____
Individual Counseling (510)	_____	_____
Counseling and Guidance (515)	_____	_____
Parent Counseling (520)	_____	_____
Social Work Services (525)	_____	_____



Psychological Services (530)	_____	_____
Behavior Intervention Services (535)	_____	_____
Specialized Services for Low Incidence Disabilities (610)	_____	_____
Specialized Deaf and Hard of Hearing (710)	_____	_____
Interpreter Services (715)	_____	_____
Audiological Services (720)	_____	_____
Specialized Vision Services (725)	_____	_____
Orientation and Mobility (730)	_____	_____
Specialized Orthopedic Services (740)	_____	_____
Reader Services (745)	_____	_____
Transcription Services (755)	_____	_____
Recreation Services, Including Therapeutic (760)	_____	_____
College Awareness (820)	_____	_____
Work Experience Education (850)	_____	_____
Job Coaching (855)	_____	_____
Mentoring (860)	_____	_____
Travel Training (870)	_____	_____
Other Transition Services (890)	_____	_____
Other (900)	_____	_____
Other (900)	_____	_____

## Attachment A

### Oxford Consulting Rate Structure:

**Flat Rate Pricing-** In partnership with E-Therapy, Oxford Consulting Services is able to offer Compass a flat rate pricing structure for therapy services. The flat rate structure makes it simple to calculate the annual cost of related services, which is directly related to the actual therapy hours utilized. The proposed pricing will allow us to serve large numbers of students at a rate that we believe will be very competitive.

#### Pricing structure includes:

- Unlimited Direct and Indirect Services of Speech and Occupational Therapy, Counseling and Guidance and Psychological Services.
- Virtual service model in partnership with E-Therapy.
- Therapy Consultations
- Evaluations including report
- Progress Reports
- IEP Meetings
- Review of Records

### Therapeutic Services Pricing:

Daily Rate	Caseload Requirement	Set Up Fee	Equipment Fee
\$600.00/Day	No Minimum Requirement	\$0	\$65.00 per student if a webcam is needed

### Specialized Academic Instruction Pricing:

- In-person and virtual delivery models available.
- SAI providers located throughout California.
- Services available at Compass learning centers.

Hourly Rate	Caseload Requirement	Set Up Fee	Equipment Fee
\$75.00	No Minimum Requirement	\$0	\$0

## Assessment Pricing:

A full range of Psych-Educational evaluations are available both in-person and virtually. Oxford Consulting has a comprehensive team of School Psychologists located throughout the state. Assessments are structured to meet the individual needs of the student and yield comprehensive and reliable results. All assessments include a written report and attendance at the IEP meeting.

### Pricing structure includes:

- **Cognitive & Academic Assessment:** Standard battery of assessments resulting in a full scale score and/or broad reading, writing and math scores.
- **ERMHS:** Comprehensive review of student's strengths/challenges, administration of necessary assessments and scales in an effort to identify needs related to the student's educational environment.
- **FBA:** Identification of specific target behaviors and their purpose which may interfere with student's educational progress through a comprehensive assessment process.

Assessment	Pricing
Cognitive	\$795.00
Academic	\$425.00
ERMHS	\$1295.00
FBA	\$1500.00

Additional services available upon request.

# Coversheet

## Review and Approval of the Contracts for the Online Elementary School Program

**Section:** X. New Business  
**Item:** E. Review and Approval of the Contracts for the Online Elementary School Program  
**Purpose:** Vote  
**Submitted by:** Erin Smith  
**Related Material:** Accelerate Education Quote.pdf  
Fuel Education Quote.pdf

**RECOMMENDATION:**

A motion to approve Accelerate Education and Fuel Education as our Online Elementary School curriculum providers for fiscal year 2019-20,



# Quote

Date: May 30, 2019  
 Quote #: 5-101  
 Customer ID:  
 Expiration Date:

To: Compass Charter Schools  
 J.J. Lewis  
 Superintendent & CEO  
 818-824-6233  
[jlewis@compasscharters.org](mailto:jlewis@compasscharters.org)

Account Manager	Product	Payment Terms	Due Date
Paul Gusman	K-5 FT Seats	Net -30 from Invoice date	

Qty	Description	Unit Price	Line Total
25	K-5 Seats for the 2019-20 School year.	449.00	11,225.00
	<ul style="list-style-type: none"> <li>Individual and Select Course Fees are Per Student / Per Semester Course</li> <li>Full Time Seat Licenses include up to 6 courses / Per Student / Per Semester for the academic school year and do not include Select Courses. Select Courses are an additional \$99 per semester enrollment.</li> <li>Once a student completes or drops from the Full Time Seat, it is open for another student to enroll.</li> <li>Health &amp; PE are included in these seats for no additional fee</li> <li>Physical Materials not Included</li> </ul>		
25	Sets of workbooks for one grade of K-5 Core Courses. (4 core courses, Sem A & B)	120.00	3,000.00
	Client to give the # of work books for each grade. Workbooks are non-refundable		
1	Virtual Admin & Separate K-5 Teacher training	900.00	900.00

Subtotal	\$	15,125.00
Sales Tax		
Total	\$	15,125.00

Quotation prepared by: *Paul Gusman*

This is a quotation on the goods named, subject to the conditions noted below:

To accept this quotation, sign here and return:

\_\_\_\_\_



# Elementary School Course Catalog

<p><b>Language Arts</b></p> <p>Language Arts K A&amp;B            Language Arts 1 A&amp;B            Language Arts 2 A&amp;B            Language Arts 3 A&amp;B            Language Arts 4 A&amp;B            Language Arts 5 A&amp;B</p>	<p><b>Health &amp; P.E.</b></p> <p>Health K-1 A&amp;B            Health 2-3 A&amp;B            Health 4-5 A&amp;B            Physical Education K-1 A&amp;B            Physical Education 2-3 A&amp;B            Physical Education 4-5 A&amp;B</p>
<p><b>Mathematics</b></p> <p>Math K A&amp;B            Math 1 A&amp;B            Math 2 A&amp;B            Math 3 A&amp;B            Math 4 A&amp;B            Math 5 A&amp;B</p>	<p><b>Art</b></p> <p>Art Level 1            Art Level 2            Art Level 3            Art Level 4            Arts &amp; Crafts K            Arts &amp; Crafts 1            Arts &amp; Crafts 2</p>
<p><b>Science</b></p> <p>Science K A&amp;B            Science 1 A&amp;B            Science 2 A&amp;B            Science 3 A&amp;B            Science 4 A&amp;B            Science 5 A&amp;B</p>	<p><b>Music</b></p> <p>Recorders Level 1</p>
<p><b>Social Studies</b></p> <p>Social Studies K A&amp;B            Social Studies 1 A&amp;B            Social Studies 2 A&amp;B            Social Studies 3 A&amp;B            Social Studies 4 A&amp;B            Social Studies 5 A&amp;B</p>	<p><b>World Language</b></p> <p>Spanish 3-5 A&amp;B#            Chinese 3-5 A&amp; B#</p>
	<p><b>Technology</b></p> <p>Keyboarding            Scratch Coding</p>

#Select Course



the new power of learning

**Company Address:**  
2300 Corporate Park Drive  
Herndon, VA 20171

**Prepared By:** Kesa Hussain  
**Phone:**  
**Email:** khussain@fueleducation.com

**Quote #:** Q-51816-1  
**Created Date:** 5/2/2019  
**Expiration Date:** 6/1/2019  
**Start Date:** 7/1/2019  
**End Date:** 6/30/2020  
**Contact Name:** Jj Lewis  
**Phone:** (855)937-4227  
**Email:** jj.lewis@aascalifornia.org

**Bill To:**  
Compass Charter Schools  
850 Hampshire Rd, Suite P  
Thousand Oaks, CA 91361

**Ship To:**  
Compass Charter Schools  
850 Hampshire Rd, Suite P  
Thousand Oaks, CA 91361

QTY	Product	Description	Unit Price	Total Price
165	FTS Comprehensive K-8 Student License (4 Courses)	K-8 FTS Comprehensive Program for 4 courses per student.	\$1,820.00	\$300,300.00
<b>Total:</b>				\$300,300.00

**Note: The price quoted above represents the pro-rated cost of the ordered Educational Products and Services. Upon renewal, such products and services will be offered at the full annual rate.**

This Sales Quote incorporates and is in all respects subject to the Fuel Education Online Educational Products and Services Agreement Terms (the "Terms") that is published at <http://www.fueleducation.com/fuel-education-products-and-services-agreement-terms> . This Sales Quote is valid for 30 days. In the event of a conflict of provisions between this Order, the Terms, and customers purchase order, the provisions of this Order shall control, followed in precedence by the Terms, and then customers purchase order.

**Accepted by Customer:**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

# Coversheet

## Strategic Planning

**Section:** X. New Business  
**Item:** F. Strategic Planning  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:** Board of Directors Retreat Agenda - Strategic Planning.pdf





# AGENDA

## 2019-20 Board of Directors Retreat

August 10<sup>th</sup> & August 11<sup>th</sup>

**Meeting called by** John Vargas, Chairman

**Attendees:** Matthew Brown, Bill Dennett, Lisa Robotham, Martin Suarez, & John Vargas

**Guests:** J.J. Lewis, Superintendent & CEO  
Miguel Aguilar, Executive Assistant to the Superintendent

### Saturday, August 10<sup>th</sup>

**6:00 pm**                      **Dinner**    **Mira Bar**  
Call the Retreat to Order | John Vargas

### Sunday, August 11<sup>th</sup>

**8:00 am – 9:00 am**                      **Breakfast**    **Mira Bar**

**9:00 am – 10:00 am**                      **Welcome**    **The Boardroom**  
Introductions  
New Business Items

**10:00 am – 11:00 am**                      **Desired Outcomes**  
Compass 2020  
Role of the Board in Strategic Planning

**11:00 am – Noon**                      **State of the Organization**  
Current Realities  
Board Structure | Committees  
Shared Code of Conduct/Improve Effectiveness

**Noon – 1:00 pm**                      **Lunch**    **Mira Bar**

<b>1:00 pm – 2:00 pm</b>	<b>Strategies for Making Current Realities into Desired Outcomes</b>	<b>The Boardroom</b>
<b>2:00 pm – 3:00 pm</b>	<b>Develop Action Plan</b> Prioritize Goals Assign Responsibilities/Committees	
<b>3:00 pm – 3:45 pm</b>	<b>Board Workshop</b> Budget Reporting	
<b>3:45 pm – 4:00 pm</b>	<b>Wrap-up</b> Board Member Reflection Evaluation Survey Adjourn the Retreat   John Vargas	
<b>6:00 pm – 7:00 pm</b>	<b>Welcome Reception</b>	<b>Mesquite Foyer</b>
<b>7:00 pm – 8:30 pm</b>	<b>Welcome Dinner &amp; Awards Ceremony</b>	<b>Oleander Ballroom</b>

**Notes:**

For any questions or assistance, please feel free to contact Miguel Aguilar @ (805) 807-8199.