



Compass Charter Schools

Board Meeting

Date and Time

Tuesday December 8, 2020 at 5:00 PM PST

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

<https://zoom.us/j/125392983>

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

Agenda

	Purpose	Presenter	Time
I. Opening Items			5:00 PM
Opening Items			
A. Call the Meeting to Order		Martin Suarez	1 m
B. Record Attendance and Guests		Miguel Aguilar	1 m
II. Consent Items			5:02 PM
A. 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

	Purpose	Presenter	Time
done through consent, unless removed and voted on separately as noted above, using the same vote count.			

- Approval of the November 29, 2020 Meeting Agenda
- Approval of the September 27 Regular Meeting Minutes
- Approval of the 2019-20 Audit
- Approval of the 2020-21 Budget Overview for Parents
 - Compass Charter Schools of Los Angeles
 - Compass Charter Schools of San Diego
 - Compass Charter Schools of Yolo
- Approval of the Check Registry for September & October 2020
- Approval of Donations to CCS
- Approval of the First Interim Reports
 - Compass Charter Schools of Los Angeles
 - Compass Charter Schools of San Diego
 - Compass Charter Schools of Yolo
- Approval of Lease Agreement for the Central / Corporate Office
- Approval of the Revised 2020-21 Employee Handbook
- Approval of the Revised Gift Acceptance Policy
- Approval of Opening a New Account at California Credit Union to Accept Donations

B.	Approval of September 27, 2020 Regular Meeting Minutes	Approve Minutes	Miguel Aguilar
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III. Closed Session

5:07 PM

A.	Conference with Legal Counsel - Anticipated Litigation	Discuss	J.J. Lewis	15 m
Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of section 54956.9: 1 potential case				
B.	Public Employee Performance Evaluation	Discuss	Martin Suarez	10 m
Title: Superintendent & CEO				

	Purpose	Presenter	Time
IV. Reconvene from Closed Session			5:32 PM
A. Closed Session Report	FYI	Martin Suarez	5 m
V. Communications			5:37 PM
A. Board Member Communication	FYI	Martin Suarez	5 m
<ul style="list-style-type: none"> • Thomas Arnett • Cori Brooks • Bill Dennett • Randi Pugh • Martin Suarez • John Vargas 			
B. Parent Advisory Council Update	FYI	Randi Pugh	5 m
Attachments:			
<ul style="list-style-type: none"> • Parent Advisory Council Report • Loud and Proud Scholarship Application • Rising Firebird Scholarship Application 			
C. Scholar Leadership Council Update	FYI	J.J. Lewis	5 m
Attachments:			
<ul style="list-style-type: none"> • Scholar Leadership Council Report 			
VI. Superintendent's Report			5:52 PM
A. Superintendent's Report	FYI	J.J. Lewis	5 m
Attachments:			
<ul style="list-style-type: none"> • Superintendent's Report • Additions & Terminations Report • APLUS+ Personalized Learning Factsheet • <i>Compass Chronicle</i> Quarterly eNewsletter • Learning Continuity & Attendance Plan Quarterly Update - November 2020 			

	Purpose	Presenter	Time
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VII. Presentations**5:57 PM**

- | | | | |
|-----------|---|-----|-------------|
| A. | Counseling Services Department Presentation | FYI | Aviva Ebner |
|-----------|---|-----|-------------|

Attachments:

- Counseling Services Department Overview

Recording:

- [Board of Directors Presentation 2020 Counseling Services](#)

VIII. Public Comment**5:57 PM**

- | | | | | |
|-----------|----------------|-----|---------------|------|
| A. | Public Comment | FYI | Martin Suarez | 10 m |
|-----------|----------------|-----|---------------|------|

Addressing the Board – Board meetings are meetings of the Board of Directors and will be held in a civil, orderly and respectful manner. All public comments or questions should be addressed to the Board through the Chair of the Board. To ensure an orderly meeting and an equal opportunity for each speaker, persons wishing to address the Board must complete a Speaker Request Card (<https://forms.gle/jEmpDNMxeZYjrg89>) 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 **two (2) minutes each** to do so. The total time of each subject will be fifteen (15) minutes, unless additional time is requested by a Board Member and approved by the Board.

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

	Purpose	Presenter	Time
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IX. Unfinished Business**X. Academic Services****6:07 PM**

A.	Academic Services Update	FYI	Aviva Ebner	5 m
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Attachments:

- Academic Services Division Report

XI. Financial Services**6:12 PM**

A.	Financial Services Update	FYI	Lisa Fishman	5 m
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Attachments:

- Financial Services Division Report

B.	Review and Approval of the October 2020 Financial Statements	Vote	Lisa Fishman	5 m
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Attachments:

- FY21 Finance Update
- CharterVision Board Report
- Balance Sheet
- Profit v Loss Statement

XII. Executive**6:22 PM**

A.	Review and Approval of the 2018-2021 At-Will Employment Agreement Amendment for the Superintendent	Vote	Martin Suarez	5 m
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Attachments:

- Draft 2018-2021 At-Will Employment Agreement Amendment for the Superintendent

Oral report of salary, salary schedule, or compensation paid in the form of fringe benefits to Superintendent & CEO

	Purpose	Presenter	Time
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1. Salary:
2. Health benefits:
3. Stipends/Allowances:

XIII. Closing Items**6:27 PM**

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|-----------|---|-----|------------|-----|
| A. | Upcoming Meetings
Board of Directors | FYI | J.J. Lewis | 1 m |
|-----------|---|-----|------------|-----|

Sunday, January 31 at 10 am

- Approve 2019-20 School Accountability Report Cards
- Approve 2020-21 School Plans for Scholar Achievement
- Approve 2021-22 Academic Calendar
- Approve Resolution on One-Time Mandate Funds
- Department Presentations

- | | | | | |
|-----------|-----------------|-----|---------------|-----|
| B. | Adjourn Meeting | FYI | Martin Suarez | 1 m |
|-----------|-----------------|-----|---------------|-----|

Coversheet

Consent Items

Section: II. Consent Items
Item: A. Consent Items
Purpose: Vote
Submitted by: J.J. Lewis
Related Material: I Compass - LA - 1st Interim 2021 Budget.pdf
L Lease - Compass Charger School 850R.pdf
G Donations to CCS.pdf
J Compass - SD 1st Interim 2021 Budget.pdf
K Compass - Yolo 1st Interim 2021 Budget.pdf
N SECTION 8 - FISCAL - Gift Acceptance Policy.pdf
O CCU Business Account Application.pdf
M Compass Employee Handbook 2020-21 - Revised Final.pdf
A CCS SAS Letter. 11.25.2020.pdf
B CCS 2019-2020 Audit Report FINAL 11.25.2020.pdf
C CCS of Los Angeles Budget Overview for Parents.pdf
D CCS of San Diego Budget Overview for Parents.pdf
E CCS of Yolo Budget Overview for Parents.pdf
F CCS - CR - Sept-Oct 20.pdf
H CCS - Budget FDF 20-21 - 11-15-20.pdf

RECOMMENDATION:

A motion to approve the consent items.

CHARTER SCHOOL FIRST INTERIM
FINANCIAL REPORT -- ALTERNATIVE FORM
July 1, 2020 to June 30, 2021

Charter School Name:	Compass Charter School - Los Angeles
CDS #:	19-75309-0135145
Charter Approving Entity:	Acton-Aqua Dulce Unified School District
County:	Los Angeles
Charter #:	1651

This charter school uses the following basis of accounting:
Please enter an "X" in the applicable box below; check only one box

<input checked="" type="checkbox"/>	Accrual Basis (Applicable Capital Assets/Interest on Long-Term Debt/Long-Term Liabilities objects are 6900, 7438, 9400-9499, and 9660-9669)
<input type="checkbox"/>	Modified Accrual Basis (Applicable Capital Outlay/Debt Service objects are 6100-6170, 6200-6500, 7438, and 7439)

Description	Object Code	Original Budget	Board Approved Operating Budget (B)	Actuals to Date	First Interim Budget Unrestricted	First Interim Budget Restricted	First Interim Budget Total (D)	Difference (Col B & D)
A. REVENUES								
1. LCFF Sources								
State Aid - Current Year	8011	7,485,601.68	7,364,991.78	0.00	7,364,991.78		7,364,991.78	0
Education Protection Account - Current Year	8012	183,718.00	166,624.00	0.00	166,624.00		166,624.00	0
State Aid - Prior Years	8019	0.00	0.00	0.00	0.00		0.00	0
Transfer of Charter Schools in Lieu of Property Taxes	8096	382,078.32	353,226.22	0.00	353,226.22		353,226.22	0
Other LCFF Transfers	8091, 8097	0.00	0.00	0.00	0.00		0.00	0
Total, LCFF Sources		8,051,398.00	7,884,842.00	0.00	7,884,842.00		7,884,842.00	0
2. Federal Revenues (see NOTE on last page)								
No Child Left Behind	8290	131,541.00	162,318.00	0.00		162,318.00	162,318.00	0
Special Education - Federal	8181, 8182	111,379.04	101,015.80	0.00		101,015.80	101,015.80	0
Child Nutrition - Federal	8220	0.00	0.00	0.00		0.00	0.00	0
Other Federal Revenues	8290	156,120.00	298,086.00	0.00	0.00	298,086.00	298,086.00	0
Total, Federal Revenues		399,040.04	561,419.80	0.00	0.00	561,419.80	561,419.80	0
3. Other State Revenues								
Special Education - State	StateRevSE	585,548.99	692,585.53	0.00		692,585.53	692,585.53	0
Child Nutrition Programs	8520	0.00	0.00	0.00		0.00	0.00	0
Mandated Costs Reimbursements	8550	22,643.31	20,581.38	0.00	20,581.38		20,581.38	0
Lottery - Unrestricted and Instructional Materials	8560	171,133.31	165,790.88	0.00	124,968.00	40,822.88	165,790.88	0
Low Performing Student Block Grant	8590	0.00	0.00	0.00	0.00	0.00	0.00	0
All Other State Revenues	StateRevAO	0.00	68,683.47	0.00	12.47	68,671.00	68,683.47	0
Total, Other State Revenues		779,325.61	947,641.26	0.00	145,561.85	802,079.41	947,641.26	0
4. Other Local Revenues								
Transfers from Sponsoring LEAs to Charter Schools	8791	0.00	0.00	0.00	0.00		0.00	0
All Other Local Revenues	LocalRevAO	13,300.72	16,300.13	0.00	16,300.13	0.00	16,300.13	0
Total, Local Revenues		13,300.72	16,300.13	0.00	16,300.13	0.00	16,300.13	0
5. TOTAL REVENUES		9,243,064.37	9,410,203.19	0.00	8,046,703.98	1,363,499.21	9,410,203.19	0
B. EXPENDITURES								
1. Certificated Salaries								
Teachers' Salaries	1100	2,735,940.73	2,460,425.11	0.00	2,052,218.11	408,207.00	2,460,425.11	0
Certificated Pupil Support Salaries	1200	284,914.94	302,155.37	0.00	172,077.37	130,078.00	302,155.37	0
Certificated Supervisors' and Administrators' Salaries	1300	261,035.87	249,107.74	0.00	249,107.74	0.00	249,107.74	0
Other Certificated Salaries	1900	0.00	0.00	0.00	0.00	0.00	0.00	0
Total, Certificated Salaries		3,281,891.54	3,011,688.22	0.00	2,473,403.22	538,285.00	3,011,688.22	0
2. Non-certificated Salaries								
Instructional Aides' Salaries	2100	77,892.58	58,734.70	0.00	58,734.70	0.00	58,734.70	0
Non-certificated Support Salaries	2200	363,464.56	332,980.89	0.00	332,980.89	0.00	332,980.89	0
Non-certificated Supervisors' and Administrators' Sal.	2300	201,715.05	187,772.37	0.00	187,772.37	0.00	187,772.37	0
Clerical and Office Salaries	2400	188,481.71	171,437.00	0.00	171,437.00	0.00	171,437.00	0
Other Non-certificated Salaries	2900	0.00	0.00	0.00	0.00	0.00	0.00	0
Total, Non-certificated Salaries		831,553.90	750,924.96	0.00	750,924.96	0.00	750,924.96	0

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Description	Object Code	Original Budget	Board Approved Operating Budget (B)	Actuals to Date	First Interim Budget Unrestricted	First Interim Budget Restricted	First Interim Budget Total (D)	Difference (Col B & D)
3. Employee Benefits								
STRS	3101-3102	530,025.48	486,387.65	0.00	420,462.25	65,925.40	486,387.65	0
PERS	3201-3202	0.00	0.00	0.00	0.00	0.00	0.00	0
OASDI / Medicare / Alternative	3301-3302	111,543.70	104,377.22	0.00	104,377.22	0.00	104,377.22	0
Health and Welfare Benefits	3401-3402	389,543.48	591,847.32	0.00	544,737.82	47,109.50	591,847.32	0
Unemployment Insurance	3501-3502	35,507.66	33,202.72	0.00	33,202.72	0.00	33,202.72	0
Workers' Compensation Insurance	3601-3602	32,943.37	28,915.22	0.00	28,915.22	0.00	28,915.22	0
Retiree Benefits	3701-3702	0.00	0.00	0.00	0.00	0.00	0.00	0
PERS Reduction (for revenue limit funded schools)	3801-3802	0.00	0.00	0.00	0.00	0.00	0.00	0
Other Employee Benefits	3901-3902	14,882.26	14,716.98	0.00	14,716.98	0.00	14,716.98	0
Total, Employee Benefits		1,114,445.95	1,259,447.11	0.00	1,146,412.21	113,034.90	1,259,447.11	0
4. Books and Supplies								
Approved Textbooks and Core Curricula Materials	4100	2,213,807.82	2,131,449.20	0.00	2,077,764.20	53,685.00	2,131,449.20	0
Books and Other Reference Materials	4200	164,541.05	164,447.52	0.00	8,327.52	156,120.00	164,447.52	0
Materials and Supplies	4300	5,801.90	5,737.47	0.00	5,737.47	0.00	5,737.47	0
Noncapitalized Equipment	4400	95,640.58	144,837.73	0.00	28,895.73	115,942.00	144,837.73	0
Food	4700	0.00	0.00	0.00	0.00	0.00	0.00	0
Total, Books and Supplies		2,479,791.35	2,446,471.92	0.00	2,120,724.92	325,747.00	2,446,471.92	0
5. Services and Other Operating Expenditures								
Subagreeemnts for Services	5100		0.00	0.00	0.00	0.00		
Travel and Conferences	5200	116,038.09	114,749.35	0.00	30,523.29	84,226.06	114,749.35	0
Dues and Memberships	5300	18,234.56	18,032.04	0.00	18,032.04	0.00	18,032.04	0
Insurance	5400	41,442.17	19,671.32	0.00	19,671.32	0.00	19,671.32	0
Operations and Housekeeping Services	5500	3,149.60	3,114.62	0.00	3,114.62	0.00	3,114.62	0
Rentals, Leases, Repairs, and Noncap. Improvements	5600	55,289.76	54,675.70	0.00	54,675.70	0.00	54,675.70	0
Professional/Consulting Services and Operating Expend.	5800	1,048,886.74	1,178,551.16	0.00	859,548.91	319,002.25	1,178,551.16	0
Communications	5900	26,688.76	26,392.35	0.00	26,392.35	0.00	26,392.35	0
Total, Services and Other Operating Expenditures		1,309,729.68	1,415,186.54	0.00	1,011,958.23	403,228.31	1,415,186.54	0
6. Capital Outlay								
(Objects 6100-6170, 6200-6500 for modified accrual basis only)								
Land and Land Improvements	6100-6170	0.00	0.00	0.00	0.00	0.00	0.00	0
Buildings and Improvements of Buildings	6200	0.00	0.00	0.00	0.00	0.00	0.00	0
Books and Media for New School Libraries or Major Expansion of School Libraries	6300	0.00	0.00	0.00	0.00	0.00	0.00	0
Equipment	6400	0.00	0.00	0.00	0.00	0.00	0.00	0
Equipment Replacement	6500	0.00	0.00	0.00	0.00	0.00	0.00	0
Depreciation Expense (for accrual basis only)	6900	0.00	0.00	0.00	0.00	0.00	0.00	0
Total, Capital Outlay		0.00	0.00	0.00	0.00	0.00	0.00	0
7. Other Outgo								
Tuition to Other Schools	7110-7143	0.00	0.00	0.00	0.00	0.00	0.00	0
Transfers of Pass-Through Revenues to Other LEAs	7211-7213	0.00	0.00	0.00	0.00	0.00	0.00	0
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE	0.00	0.00	0.00	0.00	0.00	0.00	0
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO	0.00	0.00	0.00	0.00	0.00	0.00	0
All Other Transfers	7280-7299	225,240.93	139,055.03	0.00	139,055.03	0.00	139,055.03	0
Debt Service:								
Interest	7438	0.00	0.00	0.00	0.00	0.00	0.00	0
Principal (for modified accrual basis only)	7439	0.00	0.00	0.00	0.00	0.00	0.00	0
Total, Other Outgo		225,240.93	139,055.03	0.00	139,055.03	0.00	139,055.03	0
8. TOTAL EXPENDITURES		9,242,653.35	9,022,773.78	0.00	7,642,478.57	1,380,295.21	9,022,773.78	0
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)		411.02	387,429.41	0.00	404,225.41	(16,796.00)	387,429.41	

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D. OTHER FINANCING SOURCES / USES								
1. Other Sources	8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0
2. Less: Other Uses	7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	0.00	0.00	0.00	0.00	0.00	0.00	0
4. TOTAL OTHER FINANCING SOURCES / USES		0.00	0.00	0.00	0.00	0.00	0.00	0
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)		411.02	387,429.41	0.00	404,225.41	(16,796.00)	387,429.41	0
F. FUND BALANCE, RESERVES								
1. Beginning Fund Balance								
a. As of July 1	9791	401,054.80	401,054.80		384,258.80	16,796.00	401,054.80	0
b. Adjustments/Restatements to Beginning Balance	9793, 9795	0.00	0.00				0.00	0
c. Adjusted Beginning Balance		401,054.80	401,054.80		384,258.80	16,796.00	401,054.80	
2. Ending Fund Balance, Oct 31 (E + F.1.c.)		401,465.82	788,484.21		788,484.21	0.00	788,484.21	
Components of Ending Fund Balance:								
Reserve for Revolving Cash (equals object 9130)	9711	0.00	0.00		0.00	0.00	0.00	
Reserve for Stores (equals object 9320)	9712	0.00	0.00		0.00	0.00	0.00	
Reserve for Prepaid Expenditures (equals object 9330)	9713	0.00	0.00		0.00	0.00	0.00	
All Others	9719	0.00	0.00		0.00	0.00	0.00	
Legally Restricted Balance	9740	0.00	0.00			0.00	0.00	
Designated for Economic Uncertainties	9770	401,465.82	788,484.21		788,484.21		788,484.21	
Other Designations	9775, 9780	0.00	0.00		0.00	0.00	0.00	
Net Investment in Capital Assests (Accrual Basis Only)	9796	0.00	0.00		0.00	0.00	0.00	
Undesignated / Unappropriated Amount	9790	0.00	0.00		0.00	0.00	0.00	0



STANDARD MULTI-TENANT OFFICE LEASE - GROSS

1. Basic Provisions ("Basic Provisions").

1.1 **Parties.** This Lease ("Lease"), dated for reference purposes only November 23, 2020, is made by and between Water Court, LLC ("Lessor") and Compass Charter Schools ("Lessee"), (collectively the "Parties", or individually a "Party").

1.2(a) **Premises:** That certain Portion of the Project (as defined below), commonly known as (street address, suite, city, state): 850 Hampshire Road, Suite R, Thousand Oaks (Westlake Village area), California ("Premises"). The Premises are located in the County of Ventura, and consist of approximately 2,582 rentable square feet and approximately 2,275 useable square feet. In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to the Common Areas (as defined in Paragraph 2.7 below) as hereinafter specified, but shall not have any rights to the roof, the exterior walls, the area above the dropped ceilings, or the utility raceways of the building containing the Premises ("**Building**") or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "**Project**." The Project consists of approximately 173,000 rentable square feet. (See also Paragraph 2)

1.2(b) **Parking:** ten (10) unreserved and zero (0) reserved vehicle parking spaces at a monthly cost of \$0.00 per unreserved space and \$0.00 per reserved space. (See Paragraph 2.6)

1.3 **Term:** four (4) years and zero (0) months ("**Original Term**") commencing January 1, 2021 ("**Commencement Date**") and ending December 31, 2024 ("**Expiration Date**"). (See also Paragraph 3)

1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing upon execution of this Lease by both Parties and upon proof of insurance ("**Early Possession Date**"). (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent:** \$4,776.70 per month ("**Base Rent**"), payable on the first day of each month commencing January 1, 2021. (See also Paragraph 4)

☒ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 50.

1.6 **Lessee's Share of Operating Expense Increase:** one and forty-nine hundredths percent (1.49 %) ("**Lessee's Share**"). In the event that that size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.

1.7 Base Rent and Other Monies Paid Upon Execution:

(a) **Base Rent:** _____ for the period _____.

(b) **Security Deposit:** \$5,219.63 ("**Security Deposit**"). (See also Paragraph 5 & Addendum A3)

(c) **Parking:** \$0.00 for the period _____.

(d) **Other:** \$0.00 for _____.

(e) **Total Due Upon Execution of this Lease:** \$5,219.63.

1.8 **Agreed Use:** general administrative office and lab for performing arts. (See also Paragraph 6)

1.9 **Base Year; Insuring Party.** The Base Year is 2021. Lessor is the "**Insuring Party**". (See also Paragraphs 4.2 and 8)

1.10 **Real Estate Brokers.** (See also Paragraph 15 and 25)

(a) **Representation:** The following real estate brokers (the "**Brokers**") and brokerage relationships exist in this transaction (check applicable boxes):

☐ _____ represents Lessor exclusively ("**Lessor's Broker**");

☐ _____ represents Lessee exclusively ("**Lessee's Broker**"); or

☒ Westoaks Commercial Group, Inc. represents both Lessor and Lessee ("**Dual Agency**").

(b) **Payment to Brokers.** Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of per a separate agreement or _____ % of the total Base Rent) for the brokerage services rendered by the Brokers.

1.11 **Guarantor.** The obligations of the Lessee under this Lease are to be guaranteed by None ("**Guarantor**"). (See also Paragraph 37)

1.12 **Business Hours for the Building:** 8:00 a.m. to 6:00 p.m., Mondays through Fridays (except Building Holidays) and 9:00 a.m. to 1:00 p.m. on Saturdays (except Building Holidays). "**Building Holidays**" shall mean the dates of observation of New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Christmas Eve.

1.13 **Lessor Supplied Services.** Notwithstanding the provisions of Paragraph 11.1, Lessor is NOT obligated to provide the following within the Premises:

☒ Janitorial services

☒ Electricity

☒ Other (specify): Signage

1.14 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

☒ an Addendum consisting of Paragraphs A1 through A19;

☒ **Exhibit A:** a plot plan depicting the Premises;

☒ **Exhibit B:** a current set of the Rules and Regulations;

☒ **Exhibit C: Minimum Building Standards for Tenant Improvements; a Work Letter;**

☐ a janitorial schedule;

☒ other (specify): Paragraph 50: Rent Adjustments, Paragraph 51: Option to Extend, Exhibit D: Signage.

2. Premises.

2.1 **Letting.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition.** Lessor shall deliver the Premises to Lessee in a clean condition on the Commencement Date or the Early Possession Date, whichever first occurs ("**Start Date**"), and warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("**HVAC**"), and all other items which the Lessor is obligated to construct pursuant to the Work Letter attached hereto, if any, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls

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and foundation of the Unit shall be free of material defects, and that the Premises do not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 Compliance. Lessor warrants that to the best of its knowledge the improvements on the Premises and the Common Areas comply with the building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("**Applicable Requirements**") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the zoning and other Applicable Requirements are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Premises, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Premises ("Capital Expenditure"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay Interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

2.4 Acknowledgements. Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) Lessee has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 Lessee as Prior Owner/Occupant. The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date, Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

2.6 Vehicle Parking. So long as Lessee is not in default, and subject to the Rules and Regulations attached hereto, and as established by Lessor from time to time, Lessee shall be entitled to rent and use the number of parking spaces specified in Paragraph 1.2(b) at the rental rate applicable from time to time for monthly parking as set by Lessor and/or its licensee.

(a) If Lessee commits, permits or allows any of the prohibited activities described in the Lease or the rules then in effect, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

(b) The monthly rent per parking space specified in Paragraph 1.2(b) is subject to change upon 30 days prior written notice to Lessee. The rent for the parking is payable one month in advance prior to the first day of each calendar month.

2.7 Common Areas - Definition. The term "**Common Areas**" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Premises that are provided and designated by the Lessor from time to time for the general nonexclusive use of Lessor, Lessee and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including, but not limited to, common entrances, lobbies, corridors, stairwells, public restrooms, elevators, parking areas, loading and unloading areas, trash areas, roadways, walkways, driveways and landscaped areas.

2.8 Common Areas - Lessee's Rights. Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 Common Areas - Rules and Regulations. Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to adopt, modify, amend and enforce reasonable rules and regulations ("**Rules and Regulations**") for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Project and their invitees. The Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the noncompliance with said Rules and Regulations by other tenants of the Project.

2.10 Common Areas - Changes. Lessor shall have the right, in Lessor's sole discretion, from time to time:

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- (a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of the lobbies, windows, stairways, air shafts, elevators, escalators, restrooms, driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;
- (b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;
- (c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;
- (d) To add additional buildings and improvements to the Common Areas;
- (e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and
- (f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

3. Term.

3.1 **Term.** The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession.** Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Lessee's Share of the Operating Expense Increase) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 **Delay In Possession.** Lessor agrees to use its best commercially reasonable efforts to deliver possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance.** Lessor shall not be required to deliver possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. Rent.

4.1 **Rent Defined.** All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("Rent").

4.2 **Operating Expense Increase.** Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's Share of the amount by which all Operating Expenses for each Comparison Year exceeds the amount of all Operating Expenses for the Base Year, such excess being hereinafter referred to as the "Operating Expense Increase", in accordance with the following provisions:

(a) "Base Year" is as specified in Paragraph 1.9.

(b) "Comparison Year" is defined as each calendar year during the term of this Lease subsequent to the Base Year; provided, however, Lessee shall have no obligation to pay a share of the Operating Expense Increase applicable to the first 12 months of the Lease Term (other than such as are mandated by a governmental authority, as to which government mandated expenses Lessee shall pay Lessee's Share, notwithstanding they occur during the first twelve (12) months). Lessee's Share of the Operating Expense Increase for the first and last Comparison Years of the Lease Term shall be prorated according to that portion of such Comparison Year as to which Lessee is responsible for a share of such increase.

(c) The following costs relating to the ownership and operation of the Project, calculated as if the Project was at least 95% occupied, are defined as "Operating Expenses":

(i) Costs relating to the operation, repair, and maintenance in neat, clean, safe, good order and condition, but not the replacement (see subparagraph (g)), of the following:

(aa) The Common Areas, including their surfaces, coverings, decorative items, carpets, drapes and window coverings, and including parking areas, loading and unloading areas, trash areas, roadways, sidewalks, walkways, stairways, parkways, driveways, landscaped areas, striping, bumpers, irrigation systems, Common Area lighting facilities, building exteriors and roofs, fences and gates;

(bb) All heating, air conditioning, plumbing, electrical systems, life safety equipment, communication systems and other equipment used in common by, or for the benefit of, tenants or occupants of the Project, including elevators and escalators, tenant directories, fire detection systems including sprinkler system maintenance and repair.

(cc) All other areas and improvements that are within the exterior boundaries of the Project but outside of the Premises and/or any other space occupied by a tenant.

(ii) The cost of trash disposal, janitorial and security services, pest control services, and the costs of any environmental inspections;

(iii) The cost of any other service to be provided by Lessor that is elsewhere in this Lease stated to be an "Operating Expense";

(iv) The cost of the premiums for the insurance policies maintained by Lessor pursuant to paragraph 8 and any deductible portion of an insured loss concerning the Building or the Common Areas;

(v) The amount of the Real Property Taxes payable by Lessor pursuant to paragraph 10;

(vi) The cost of water, sewer, gas, electricity, and other publicly mandated services not separately metered;

(vii) Labor, salaries, and applicable fringe benefits and costs, materials, supplies and tools, used in maintaining and/or cleaning the Project and accounting and management fees attributable to the operation of the Project;

(viii) The cost of any capital improvement to the Building or the Project not covered under the provisions of Paragraph 2.3 provided; however, that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such Capital Expenditure in any given month;

(ix) The cost to replace equipment or improvements that have a useful life for accounting purposes of 5 years or less.

(x) Reserves set aside for maintenance, repair and/or replacement of Common Area improvements and equipment.

(d) Any item of Operating Expense that is specifically attributable to the Premises, the Building or to any other building in the Project or to the operation, repair and maintenance thereof, shall be allocated entirely to such Premises, Building, or other building. However, any such item that is not specifically attributable to the Building or to any other building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Project.

(e) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(c) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Project already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.

(f) Lessee's Share of Operating Expense Increase is payable monthly on the same day as the Base Rent is due hereunder. The amount of

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such payments shall be based on Lessor's estimate of the Operating Expense Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses for the preceding year. If Lessee's payments during such Year exceed Lessee's Share, Lessee shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such Year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of said statement. Lessor and Lessee shall forthwith adjust between them by cash payment any balance determined to exist with respect to that portion of the last Comparison Year for which Lessee is responsible as to Operating Expense Increases, notwithstanding that the Lease term may have terminated before the end of such Comparison Year.

(g) Operating Expenses shall not include the costs of replacement for equipment or capital components such as the roof, foundations, exterior walls or a Common Area capital improvement, such as the parking lot paving, elevators, fences that have a useful life for accounting purposes of 5 years or more.

(h) Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or by insurance proceeds.

4.3 Payment. Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States on or before the day on which it is due, without offset or deduction (except as specifically permitted in this Lease). All monetary amounts shall be rounded to the nearest whole dollar. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of \$25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

5. Security Deposit. Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

6. Use.

6.1 Use. Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the improvements of the Building, will not adversely affect the mechanical, electrical, HVAC, and other systems of the Building, and/or will not affect the exterior appearance of the Building. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 Hazardous Substances.

(a) **Reportable Uses Require Consent.** The term "**Hazardous Substance**" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, byproducts or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use such as ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor.** If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation.** Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this

Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification.** Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Project not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification.** Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which result from Hazardous Substances which existed on the Premises prior to Lessee's occupancy or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations.** Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee's occupancy, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option.** If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or \$100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or \$100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements.** Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

6.4 **Inspection; Compliance.** Lessor and Lessor's "Lender" (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times, after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see Paragraph 9.1e) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

7. Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.

7.1 **Lessee's Obligations.** Notwithstanding Lessor's obligation to keep the Premises in good condition and repair, Lessee shall be responsible for payment of the cost thereof to Lessor as additional rent for that portion of the cost of any maintenance and repair of the Premises, or any equipment (wherever located) that serves only Lessee or the Premises, to the extent such cost is attributable to abuse or misuse. In addition, Lessee rather than the Lessor shall be responsible for the cost of painting, repairing or replacing wall coverings, and to repair or replace any similar improvements within the Premises. Lessor may, at its option, upon reasonable notice, elect to have Lessee perform any particular such maintenance or repairs the cost of which is otherwise Lessee's responsibility hereunder."

7.2 **Lessor's Obligations.** Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, fire alarm and/or smoke detection systems, fire hydrants, and the Common Areas.

7.3 Utility Installations; Trade Fixtures; Alterations.

(a) **Definitions.** The term "**Utility Installations**" refers to all floor and window coverings, air lines, vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, and plumbing in or on the Premises. The term "**Trade Fixtures**" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "**Alterations**" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "**Lessee Owned Alterations and/or Utility Installations**" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent.** Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof, ceilings, floors or

any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and the cumulative cost thereof during this Lease as extended does not exceed \$2000. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds.** Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 **Ownership; Removal; Surrender; and Restoration.**

(a) **Ownership.** Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal.** By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration.** Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing, if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. **Insurance; Indemnity.**

8.1 **Insurance Premiums.** The cost of the premiums for the insurance policies maintained by Lessor pursuant to paragraph 8 are included as Operating Expenses (see paragraph 4.2 (c)(iv)). Said costs shall include increases in the premiums resulting from additional coverage related to requirements of the holder of a mortgage or deed of trust covering the Premises, Building and/or Project, increased valuation of the Premises, Building and/or Project, and/or a general premium rate increase. Said costs shall not, however, include any premium increases resulting from the nature of the occupancy of any other tenant of the Building. If the Project was not insured for the entirety of the Base Year, then the base premium shall be the lowest annual premium reasonably obtainable for the required insurance as of the Start Date, assuming the most nominal use possible of the Building and/or Project. In no event, however, shall Lessee be responsible for any portion of the premium cost attributable to liability insurance coverage in excess of \$2,000,000 procured under Paragraph 8.2(b).

8.2 **Liability Insurance.**

(a) **Carried by Lessee.** Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence with an annual aggregate of not less than \$2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement and coverage shall also be extended to include damage caused by heat, smoke or fumes from a hostile fire. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor.** Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 **Property Insurance - Building, Improvements and Rental Value.**

(a) **Building and Improvements.** Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Building and/or Project. The amount of such insurance shall be equal to the full insurable replacement cost of the Building and/or Project, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed \$5,000 per occurrence.

(b) **Rental Value.** Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any

Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) **Adjacent Premises.** Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements.** Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 **Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance.**

(a) **Property Damage.** Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed \$1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Worker's Compensation Insurance.** Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(c) **Business Interruption.** Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(d) **No Representation of Adequate Coverage.** Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies.** Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 10 days prior written notice to Lessor. Lessee shall, at least 30 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase his liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation.** Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity.** Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Premises by Lessee. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor and its Agents from Liability.** Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 **Failure to Provide Insurance.** Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. **Damage or Destruction.**

9.1 **Definitions.**

(a) **"Premises Partial Damage"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) **"Premises Total Destruction"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) **"Insured Loss"** shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) **"Replacement Cost"** shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) **"Hazardous Substance Condition"** shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 **Partial Damage - Insured Loss.** If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease

shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is \$5,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 Partial Damage - Uninsured Loss. If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense (subject to reimbursement pursuant to Paragraph 4.2), in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 Total Destruction. Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 Damage Near End of Term. If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 Abatement of Rent; Lessee's Remedies.

(a) **Abatement.** In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies.** If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 Termination; Advance Payments. Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. Real Property Taxes.

10.1 Definitions. As used herein, the term "**Real Property Taxes**" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Project address. "**Real Property Taxes**" shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Project, (ii) a change in the improvements thereon, and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

10.2 Payment of Taxes. Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Project, and said payments shall be included in the calculation of Operating Expenses in accordance with the provisions of Paragraph 4.2.

10.3 Additional Improvements. Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other lessees or by Lessor for the exclusive enjoyment of such other lessees. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 Joint Assessment. If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

10.5 Personal Property Taxes. Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to

Lessee's property.

11. Utilities and Services.

11.1 Services Provided by Lessor. Lessor shall provide heating, ventilation, air conditioning, ~~reasonable amounts of electricity for normal lighting and office machines, and~~ water for reasonable and normal ~~drinking and~~ lavatory use in connection with an office., ~~and replacement light bulbs and/or fluorescent tubes and ballasts for standard overhead fixtures.~~ Lessor shall also provide janitorial services to the ~~Premises and~~ Common Areas 5 times per week, excluding Building Holidays, or pursuant to the attached janitorial schedule, if any. Lessor shall not, however, be required to provide janitorial services to kitchens or storage areas included within the Premises.

11.2 Services Exclusive to Lessee. Notwithstanding the provisions of paragraph 11.1, Lessee shall pay for all water, gas, light, power, telephone and other utilities and services specially or exclusively supplied and/or metered exclusively to the Premises or to Lessee, together with any taxes thereon. Notwithstanding the provisions of Paragraph 4.2(vi), if a service is deleted by Paragraph 1.13 and such service is not separately metered to the Premises, Lessee shall pay at Lessor's option, either Lessee's Share or a reasonable proportion to be determined by Lessor of all charges for such jointly metered service.

11.3 Hours of Service. Said services and utilities shall be provided during times set forth in Paragraph 1.12. Utilities and services required at other times shall be subject to advance request and reimbursement by Lessee to Lessor of the cost thereof.

11.4 Excess Usage by Lessee. Lessee shall not make connection to the utilities except by or through existing outlets and shall not install or use machinery or equipment in or about the Premises that uses excess water, lighting or power, or suffer or permit any act that causes extra burden upon the utilities or services, including but not limited to security and trash services, over standard office usage for the Project. Lessor shall require Lessee to reimburse Lessor for any excess expenses or costs that may arise out of a breach of this subparagraph by Lessee. Lessor may, in its sole discretion, install at Lessee's expense supplemental equipment and/or separate metering applicable to Lessee's excess usage or loading.

11.5 Interruptions. There shall be no abatement of rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

12. Assignment and Subletting.

12.1 Lessor's Consent Required.

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "assign or assignment") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "**Net Worth of Lessee**" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a noncurable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a noncurable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, ie. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 Terms and Conditions Applicable to Assignment and Subletting.

(a) Regardless of Lessor's consent, no assignment or subletting shall : (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of \$500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 Additional Terms and Conditions Applicable to Subletting. The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists,

notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. Default; Breach; Remedies.

13.1 Default; Breach. A "**Default**" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "**Breach**" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; or the vacating of the Premises without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material safety data sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b) or (c), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "**debtor**" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 Remedies. If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the

Premises.

13.3 Inducement Recapture. Any agreement for free or abated rent or other charges, the cost of tenant improvements for Lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "**Inducement Provisions**," shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 Late Charges. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or \$100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 Interest. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("**Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 Breach by Lessor.

(a) **Notice of Breach.** Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor.** In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided, however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to seek reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "Condemnation"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the rentable floor area of the Premises, or more than 25% of Lessee's Reserved Parking Spaces, if any, are taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. Brokerage Fees.

15.1 Additional Commission. In addition to the payments owed pursuant to Paragraph 1.10 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Project, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed.

15.2 Assumption of Obligations. Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.10, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 Representations and Indemnities of Broker Relationships. Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker or finder (other than the Brokers, if any) in connection with this Lease, and that no one other than said named Brokers is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. Estoppel Certificates.

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published BY AIR CRE, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested

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Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. Definition of Lessor. The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Days. Unless otherwise specifically indicated to the contrary, the word "**days**" as used in this Lease shall mean and refer to calendar days.

20. Limitation on Liability. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Project, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. No Prior or Other Agreements; Broker Disclaimer. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. Notices.

23.1 Notice Requirements. All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 Date of Notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

24. Waivers.

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) Lessor's Agent. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: To the Lessor: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. To the Lessee and the Lessor: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) Lessee's Agent. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. To the Lessee: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. To the Lessee and the Lessor: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) Agent Representing Both Lessor and Lessee. A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as

stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not without the express permission of the respective Party, disclose to the other Party that the Lessor will accept rent in an amount less than that indicated in the listing or that the Lessee is willing to pay a higher rent than that offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. No Right To Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. In the event that Lessee holds over, then the Base Rent shall be increased to 150% of the Base Rent applicable immediately preceding the expiration or termination. Holdover Base Rent shall be calculated on a monthly basis. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. Covenants and Conditions; Construction of Agreement. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. Binding Effect; Choice of Law. This Lease shall be binding upon the parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located.

30. Subordination; Attornment; Non-Disturbance.

30.1 Subordination. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "**Lender**") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 Attornment. In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 Non-Disturbance. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 Self-Executing. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. Attorneys' Fees. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach (\$200 is a reasonable minimum per occurrence for such services and consultation).

32. Lessor's Access; Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. Auctions. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. Signs. Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Lessor may not place any sign on the exterior of the Building that covers any of the windows of the Premises. Except for ordinary "For Sublease" signs which may be placed only on the Premises, Lessee shall not place any sign upon the Project without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. Termination; Merger. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. Consents. All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. Guarantor.

37.1 Execution. The Guarantors, if any, shall each execute a guaranty in the form most recently published BY AIR CRE.

37.2 Default. It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. Quiet Possession. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. Options. If Lessee is granted any option, as defined below, then the following provisions shall apply.

39.1 Definition. "Option" shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 Options Personal To Original Lessee. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 Multiple Options. In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 Effect of Default on Options.

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. Security Measures. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties. In the event, however, that Lessor should elect to provide security services, then the cost thereof shall be an Operating Expense.

41. Reservations.

(a) Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, (ii) to cause the recordation of parcel maps and restrictions, (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessor may also: change the name, address or title of the Building or Project upon at least 90 days prior written notice; provide and install, at Lessee's expense, Building standard graphics on the door of the Premises and such portions of the Common Areas as Lessor shall reasonably deem appropriate; grant to any lessee the exclusive right to conduct any business as long as such exclusive right does not conflict with any rights expressly given herein; and to place such signs, notices or displays as Lessor reasonably deems necessary or advisable upon the roof, exterior of the Building or the Project or on signs in the Common Areas. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights. The obstruction of Lessee's view, air, or light by any structure erected in the vicinity of the Building, whether by Lessor or third parties, shall in no way affect this Lease or impose any liability upon Lessor.

(b) Lessor also reserves the right to move Lessee to other space of comparable size in the Building or Project. Lessor must provide at least 45 days prior written notice of such move, and the new space must contain improvements of comparable quality to those contained within the Premises. Lessor shall pay the reasonable out of pocket costs that Lessee incurs with regard to such relocation, including the expenses of moving and necessary stationary revision costs. In no event, however, shall Lessor be required to pay an amount in excess of two months Base Rent. Lessee may not be relocated more than once during the term of this Lease.

(c) Lessee shall not: (i) use a representation (photographic or otherwise) of the Building or Project or their name(s) in connection with Lessee's business; or (ii) suffer or permit anyone, except in emergency, to go upon the roof of the Building.

42. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

43. Authority; Multiple Parties; Execution.

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party

INITIALS

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shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

44. Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

45. Offer. Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

46. Amendments. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

47. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

48. Arbitration of Disputes. An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☒ is not attached to this Lease.

49. Accessibility; Americans with Disabilities Act.

(a) The Premises:

☒ have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

- 1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.**
- 2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING AND SIZE OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.**

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: Thousand Oaks, California
On: _____

By LESSOR:
Water Court, LLC

By: _____
Name Printed: Tom Miller or Laura Edrick
Title: _____
Phone: (805) 373-8808
Fax: _____
Email: _____

By: _____
Name Printed: _____
Title: _____
Phone: _____

INITIALS

Executed at: _____
On: _____

By LESSEE:
Compass Charter Schools

By: _____
Name Printed: J.J. Lewis
Title: _____
Phone: _____
Fax: _____
Email: _____

By: _____
Name Printed: _____
Title: _____
Phone: _____

INITIALS

Fax: _____
Email: _____

Address: c/o Parkstone Companies
860 Hampshire Road, Suite U
Westlake Village, California 91361
Federal ID No.: _____

BROKER

Westoaks Commercial Group, Inc.

Attn: Tony Principe & Aaron Guerrero
Title: _____

Address: 951 S. Westlake Boulevard, Suite 101
Westlake Village, California 91361
Phone: (805) 497-4557
Fax: (805) 496-1813
Email: tony@westcord.com, aaron@westcord.com
Federal ID No.: _____
Broker/Agent BRE License #: 00938120, 01768375

Fax: _____
Email: _____

Address: 850 Hampshire Road, Suite R
Westlake Village, Ca. 91361
Federal ID No.: _____

BROKER

Westoaks Commercial Group, Inc.

Attn: Aaron Guerrero
Title: _____

Address: 951 S. Westlake Boulevard, Suite 101
Westlake Village, California 91361
Phone: (805) 497-4557
Fax: (805) 496-3589
Email: aaron@westcord.com
Federal ID No.: _____
Broker/Agent BRE License #: 01768375

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AIRCRE

RENT ADJUSTMENT(S)
STANDARD LEASE ADDENDUM

Dated: November 23, 2020
By and Between
Lessor: Water Court, LLC
Lessee: Compass Charter Schools
Property Address: 850 Hampshire Road, Suite R, Thousand Oaks (Westlake Village area), California
(street address, city, state, zip)

Paragraph: 50

A. RENT ADJUSTMENTS:

The monthly rent for each month of the adjustment period(s) specified below shall be increased using the method(s) indicated below:
(Check Method(s) to be Used and Fill in Appropriately)

- ☐ I. Cost of Living Adjustment(s) (COLA)
- a. On (Fill in COLA Dates): _____ the Base Rent shall be adjusted by the change, if any, from the Base Month specified below, in the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for (select one): ☐ CPI W (Urban Wage Earners and Clerical Workers) or ☐ CPI U (All Urban Consumers), for (Fill in Urban Area): _____, All Items (1982-1984 = 100), herein referred to as "CPI".

b. The monthly Base Rent payable in accordance with paragraph A.I.a. of this Addendum shall be calculated as follows: the Base Rent set forth in paragraph 1.5 of the attached Lease, shall be multiplied by a fraction the numerator of which shall be the CPI of the calendar month 2 months prior to the month(s) specified in paragraph A.I.a. above during which the adjustment is to take effect, and the denominator of which shall be the CPI of the calendar month which is 2 months prior to (select one): the ☐ first month of the term of this Lease as set forth in paragraph 1.3 ("Base Month") or ☐ (Fill in Other "Base Month"): _____. The sum so calculated shall constitute the new monthly Base Rent hereunder, but in no event, shall any such new monthly Base Rent be less than the Base Rent payable for the month immediately preceding the Base Rent adjustment.

c. In the event the compilation and/or publication of the CPI shall be transferred to any other governmental department or bureau or agency or shall be discontinued, then the index most nearly the same as the CPI shall be used to make such calculation. In the event that the Parties cannot agree on such alternative index, then the matter shall be submitted for decision to the American Arbitration Association in accordance with the then rules of said Association and the decision of the arbitrators shall be binding upon the parties. The cost of said Arbitration shall be paid equally by the Parties.

- ☐ II. Market Rental Value Adjustment(s) (MRV)
- a. On (Fill in MRV Adjustment Date(s): _____ the Base Rent shall be adjusted to the "Market Rental Value" of the property as follows:

1) Four months prior to each Market Rental Value Adjustment Date described above, the Parties shall attempt to agree upon what the new MRV will be on the adjustment date. If agreement cannot be reached within thirty days, then:

(a) Lessor and Lessee shall immediately appoint a mutually acceptable appraiser or broker to establish the new MRV within the next 30 days. Any associated costs will be split equally between the Parties, or

(b) Both Lessor and Lessee shall each immediately make a reasonable determination of the MRV and submit such determination, in writing, to arbitration in accordance with the following provisions:

(i) Within 15 days thereafter, Lessor and Lessee shall each select an independent third party ☐ appraiser or ☐ broker ("Consultant" - check one) of their choice to act as an arbitrator (Note: the parties may not select either of the Brokers that was involved in negotiating the Lease). The two arbitrators so appointed shall immediately select a third mutually acceptable Consultant to act as a third arbitrator.

(ii) The 3 arbitrators shall within 30 days of the appointment of the third arbitrator reach a decision as to what the actual MRV for the Premises is, and whether Lessor's or Lessee's submitted MRV is the closest thereto. The decision of a majority of the arbitrators shall be binding on the Parties. The submitted MRV which is determined to be the closest to the actual MRV shall thereafter be used by the Parties.

(iii) If either of the Parties fails to appoint an arbitrator within the specified 15 days, the arbitrator timely appointed by one of them shall reach a decision on his or her own, and said decision shall be binding on the Parties.

(iv) The entire cost of such arbitration shall be paid by the party whose submitted MRV is not selected, i.e., the one that is NOT the closest to the actual MRV.

2) When determining MRV, the Lessor, Lessee and Consultants shall consider the terms of comparable market transactions which shall include, but no limited to, rent, rental adjustments, abated rent, lease term and financial condition of tenants.

3) Notwithstanding the foregoing, the new Base Rent shall not be less than the rent payable for the month immediately preceding the rent adjustment.

b. Upon the establishment of each New Market Rental Value:

1) the new MRV will become the new "Base Rent" for the purpose of calculating any further Adjustments, and

2) the first month of each Market Rental Value term shall become the new 'Base Month' for the purpose of calculating any further Adjustments.

- ☒ III. Fixed Rental Adjustment(s) (FRA)
- The Base Rent shall be increased to the following amounts on the dates set forth below:

INITIALS INITIALS

On (Fill in FRA Adjustment Date(s)):

January 1, 2022
January 1, 2023
January 1, 2024

The New Base Rent shall be:

\$4,920.00 per month
\$5,067.60 per month
\$5,219.63 per month

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INITIALS INITIALS

AIRCRE

OPTION(S) TO EXTEND
STANDARD LEASE ADDENDUM

Dated: November 23, 2020
By and Between
Lessor: Water Court, LLC
Lessee: Compass Charter Schools
Property Address: 850 Hampshire Road, Suite R, Thousand Oaks (Westlake Village area), California
(street address, city, state, zip)

Paragraph: 51

A. OPTION(S) TO EXTEND:

Provided Lessee has not been in default of the Lease at any time, Lessor hereby grants to Lessee the option to extend the term of this Lease for one (1) additional forty-eight (48) month period(s) commencing when the prior term expires upon each and all of the following terms and conditions:

- (i) In order to exercise an option to extend, Lessee must give written notice of such election to Lessor and Lessor must receive the same at least six (6) but not more than nine (9) months prior to the date that the option period would commence, time being of the essence. If proper notification of the exercise of an option is not given and/or received, such option shall automatically expire. Options (if there are more than one) may only be exercised consecutively.
- (ii) The provisions of paragraph 39, including those relating to Lessee's Default set forth in paragraph 39.4 of this Lease, are conditions of this Option.
- (iii) Except for the provisions of this Lease granting an option or options to extend the term, all of the terms and conditions of this Lease except where specifically modified by this option shall apply.
- (iv) This Option is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and without the intention of thereafter assigning or subletting.
- (v) The monthly rent for each month of the option period shall be calculated as follows, using the method(s) indicated below:

(Check Method(s) to be Used and Fill in Appropriately)

- ☐ I. ~~Cost of Living Adjustment(s) (COLA)~~
a. ~~On (Fill in COLA Dates): _____, the Base Rent shall be adjusted by the change, if any, from the Base Month specified below, in the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for (select one): ☐ CPI-W (Urban Wage Earners and Clerical Workers) or ☐ CPI-U (All Urban Consumers), for (Fill in Urban Area): _____ . All Items (1982-1984 = 100), herein referred to as "CPI".~~
b. ~~The monthly Base Rent payable in accordance with paragraph A.I.a. of this Addendum shall be calculated as follows: the Base Rent set forth in paragraph 1.5 of the attached Lease, shall be multiplied by a fraction the numerator of which shall be the CPI of the calendar month 2 months prior to the month(s) specified in paragraph A.I.a. above during which the adjustment is to take effect, and the denominator of which shall be the CPI of the calendar month which is 2 months prior to (select one): ☐ the first month of the term of this Lease as set forth in paragraph 1.3 ("Base Month") or ☐ (Fill in Other "Base Month"): _____ . The sum so calculated shall constitute the new monthly Base Rent hereunder, but in no event, shall any such new monthly Base Rent be less than the Base Rent payable for the month immediately preceding the rent adjustment.~~
c. ~~In the event the compilation and/or publication of the CPI shall be transferred to any other governmental department or bureau or agency or shall be discontinued, then the index most nearly the same as the CPI shall be used to make such calculation. In the event that the Parties cannot agree on such alternative index, then the matter shall be submitted for decision to the American Arbitration Association in accordance with the then rules of said Association and the decision of the arbitrators shall be binding upon the parties. The cost of said Arbitration shall be paid equally by the Parties.~~

- ☒ II. **Market Rental Value Adjustment(s) (MRV)**
a. On (Fill in MRV Adjustment Date(s)) the day following the Expiration Date of Lease Term the Base Rent shall be adjusted to the "Market Rental Value" of the property **based on comparable office space in Westlake Village,** as follows:
1) Four months prior to each Market Rental Value Adjustment Date described above, the Parties shall attempt to agree upon what the new MRV will be on the adjustment date. If agreement cannot be reached, within thirty days, then:
(a) Lessor and Lessee shall immediately appoint a mutually acceptable appraiser or broker to establish the new MRV within the next 30 days. Any associated costs will be split equally between the Parties, or
(b) Both Lessor and Lessee shall each immediately make a reasonable determination of the MRV and submit such determination, in writing, to arbitration in accordance with the following provisions:
(i) Within 15 days thereafter, Lessor and Lessee shall each select an independent third party ☐ appraiser or ☒ broker ("Consultant" - check one) of their choice to act as an arbitrator (Note: the parties may not select either of the Brokers that was involved in negotiating the Lease). The two arbitrators so appointed shall immediately select a third mutually acceptable Consultant to act as a third arbitrator.
(ii) The 3 arbitrators shall within 30 days of the appointment of the third arbitrator reach a decision as to what the actual MRV for the Premises is, and whether Lessor's or Lessee's submitted MRV is the closest thereto. The decision of a majority of the arbitrators shall be binding on the Parties. The submitted MRV which is determined to be the closest to the actual MRV shall thereafter be used by the Parties.
(iii) If either of the Parties fails to appoint an arbitrator within the specified 15 days, the arbitrator timely appointed by one of them shall reach a decision on his or her own, and said decision shall be binding on the Parties.
(iv) The entire cost of such arbitration shall be paid by the party whose submitted MRV is not selected, ie. the one that is NOT

the closest to the actual MRV.

- 2) When determining MRV, the Lessor, Lessee and Consultants shall consider the terms of comparable market transactions which shall include, but not limited to, rent, rental adjustments, abated rent, lease term and financial condition of tenants.
- 3) Notwithstanding the foregoing, the new Base Rent shall not be less than the rent payable for the month immediately preceding the rent adjustment.
- b. Upon the establishment of each New Market Rental Value:

1) the new MRV will become the new "Base Rent" for the purpose of calculating any further Adjustments, and

2) the first month of each Market Rental Value term shall become the new "Base Month" for the purpose of calculating any further Adjustments.

☐

~~III. Fixed Rental Adjustment(s) (FRA)~~

~~The Base Rent shall be increased to the following amounts on the dates set forth below:~~

On (Fill in FRA Adjustment Date(s)):	The New Base Rent shall be:-
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☐

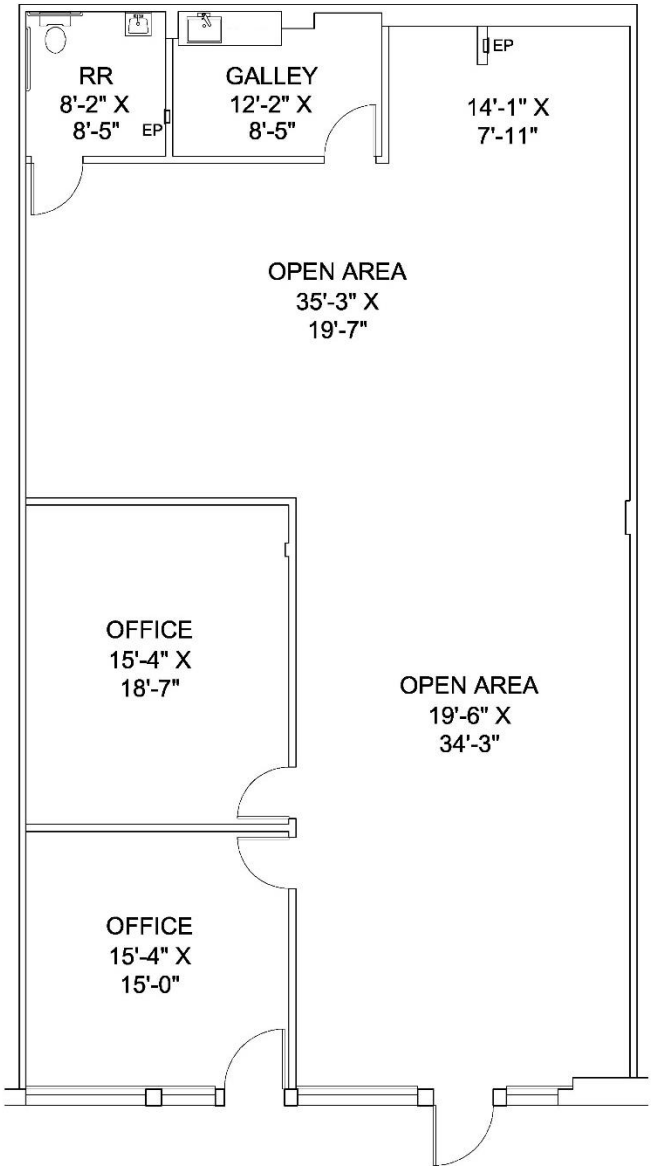
~~IV. Initial Term Adjustments~~

~~The formula used to calculate adjustments to the Base Rate during the original Term of the Lease shall continue to be used during the extended term.~~

- B. NOTICE:
Unless specified otherwise herein, notice of any rental adjustments, other than Fixed Rental Adjustments, shall be made as specified in paragraph 23 of the Lease.
- C. BROKER'S FEE:
The Brokers shall be paid a Brokerage Fee for each adjustment specified above in accordance with paragraph 15 of the Lease or if applicable, paragraph 9 of the Sublease.

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Exhibit A
Floor Plan



2,274.96 USF
2,582.08 RSF
SUITE 850R



NOTE:
Dimensions
are only
approximate

WATERCOURT
850 Hampshire Road
Westlake Village, California

AS-BUILT PLAN
SUITE 850R
Mar 16, 2018

1' 4' 7'
2' SCALE
AB-2
File: Water850R

INITIALS	
LESSOR	LESSEE

Exhibit B
Rules & Regulations

General Rules

1. Lessee shall not suffer or permit the obstruction of any Common Areas, including driveways, walkways and stairways.
2. Lessor reserves the right to refuse access to any persons Lessor in good faith judges to be a threat to the safety, reputations of the Property, Office Building Project and its occupants.
3. Lessee shall not make or permit any noise or odors that annoy or interfere with other lessees or persons having business within the Office Building Project.
4. Lessee shall not keep animals or birds within the Office Building Project, and shall not bring bicycles, motorcycles or other vehicles into areas not designated as authorized for same.
5. Lessee shall not make, suffer or permit litter except in appropriate receptacles for that purpose.
6. Lessee shall not alter any lock or install new or additional locks or bolts.
7. Lessee shall be responsible for the inappropriate use of any toilet rooms, plumbing or other utilities. No foreign substances of any kind are to be inserted therein.
8. Lessee shall not deface the walls, partitions or other surfaces of the premises or Office Building Project.
9. Lessee shall not suffer or permit anything in or around the Premises or Building that causes excessive vibration or floor loading in any part of the Office Building Project.
10. Furniture, significant freight and equipment shall be moved into or out of the building only with the Lessor’s knowledge and consent, and subject to such reasonable limitations, techniques and timing, as may be designated by Lessor Lessee shall be responsible for any damage to the Office Building Project arising from any such activity.
11. Lessee shall not employ any service or contractor for services or work to be performed in the Building, except as approved by Lessor.
12. Lessor reserves the right to close and lock the Building on Saturdays, Sundays and legal holidays, and on other days between the hours of 7:00 P.M. and 7:00 A.M. of the following day If Lessee uses the Premises during such periods, Lessee shall be responsible for securely locking any doors it may have opened for entry.
13. Lessee shall return all keys at the termination of its tenancy and shall be responsible for the cost of replacing any keys that are lost.
14. No window coverings, shades or awnings shall be installed or used by Lessee.
15. No Lessee, employee or invitee shall go upon the roof of the Building.
16. Neither smoking nor vaping are permitted within the Building at any time. Lessee shall not suffer or permit the consumption of tobacco or marijuana smoking or vaping or carrying of lighted cigars or cigarettes in areas reasonably designated by Lessor or by applicable governmental agencies as non-smoking areas. Lessor has designated two areas with the Office Building Project for smoking, including vapor. Attached hereto and made a part of this agreement by reference is a site map identifying the approved smoking areas. Smoking will not be permitted anywhere else with the Office Building Project. Lessee will be required to enforce this rule as to their employees and guests. After an initial warning, Lessee will be assessed \$250.00 for each violation of this rule.
17. Lessee shall not use any method of heating or air conditioning other than as provided by Lessor.
18. Lessee shall not install, maintain or operate any vending machines upon the Premises without Lessor’s written consent.
19. The Premises shall not be used for lodging or manufacturing, cooking or food preparation other than the heating of food with a microwave oven or toaster.
20. Lessee shall comply with all safety, fire protection and evacuation regulations established by Lessor or any applicable governmental agency.
21. Lessor reserves the right to waive any one of these rules or regulations, and/or as to any particular Lessee, and any such waiver shall not constitute a waiver of any other rule or regulation or any subsequent application thereof to such Lessee.
22. Lessee assumes all risks from theft or vandalism and agrees to keep its Premises locked as may be required.
23. Lessor reserves the right to make such other reasonable rules and regulations as if may from time to time deem necessary for the appropriate operation and safety of the Office Building Project and its occupants. Lessee agrees to abide by these and such rules and regulations.

Parking Rules

1. Parking areas shall be used only for parking by vehicles no longer than full size, passenger automobiles herein called “Permitted Size Vehicles” Vehicles other than Permitted Size Vehicles are herein referred to as “Oversized Vehicles”.
2. Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee’s employees, suppliers, shippers, customers, or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.
3. Parking stickers or identification devices shall be the property of Lessor and be returned to Lessor by the holder thereof upon termination of the holder’s parking privileges. Lessee will pay such replacement charge as is reasonably established by Lessor for the loss of such devices.
4. Lessor reserves the right to refuse the safe of monthly identification devices to any person or entity that willfully refuses to comply with the applicable rules, regulations, laws and/or agreements.

INITIALS	
LESSOR	LESSEE

- 5. Lessor reserves the right to relocate all or a part of parking spaces from floor to floor, within one floor, and/or to reasonably adjacent offsite location(s), and to reasonably allocate them between compact and standard size spaces, as long as the same complies with applicable laws, ordinances and regulations.
- 6. Users of the parking area will obey all posted signs and park only in the areas designated for vehicle parking.
- 7. Unless otherwise instructed, every person using the parking area is required to park and lock his own vehicle. Lessor will not be responsible for any damage to vehicles. Injury to persons or loss of property, all of which risks are assumed by the party using the parking area.
- 8. Validation, if established, will be permissible only by such method or methods as Lessor and/or its licensee may establish at rates generally applicable to visitor parking.
- 9. The maintenance, washing, waxing or cleaning of vehicles in the parking structure or Common Areas is prohibited.
- 10. Lessee shall be responsible for seeing that all of its employees, agents and invitees comply with the applicable parking rules, regulations, laws and agreements.
- 11. Lessor reserves the right to modify these rules and/or adopt such other reasonable and non-discriminatory rules and regulations as it may deem necessary for the proper operation of the parking area.
- 12. Such parking use as is herein provided is intended merely as a license only and no bailment is intended or shall be created hereby.
- 13. Overnight parking is not permitted.

INITIALS	
LESSOR	LESSEE

Exhibit C
Building Standards for Tenant Improvements and the Leased Premises

LESSOR OBLIGATIONS:

A. Below is a list of building standards for the Water Court. Lessee understands the following building standards will be used as a guideline to complete only those tenant improvements as outlined in the Addendum to Standard Office Lease, specifically paragraph A1 and A2:

1. **Paint all walls with Behr Premium, Dunn Edwards or equivalent.**

a. Drywall ceilings will be painted, however T-bar grids and ceiling tiles will not.

b. Walls (and ceilings, if applicable) will be painted with flat paint. Kitchens, bathrooms, wood doors, trim, and moldings will be painted with semi-gloss.

c. Surface mounted light fixtures will not be painted unless otherwise specified.
2. **Install Designweave Apropos Collection Commercial grade carpeting or equivalent.**

a. Lessee will choose one of the 16 building standard colors from the manufacturers sample book. Upgraded carpet available at additional cost to Lessee.

b. If Lessee has negotiated to have vinyl flooring installed or replaced, *Armstrong* VCT “Standard Excelon” will be used. Tiles are 12” x 12” and 1/8” thick. Standard colors will be used, however upgraded colors are available at additional cost to Lessee.

c. Unless otherwise specified, offices located on the lower level will have carpeting glued down to the concrete without padding and upper level offices will have carpeting installed using tack strip and neoprene padding.

d. Base molding on all walls will be *Burke 4”* rubber cove base. Standard colors will be used, however upgraded colors are available at additional cost to Lessee.
3. **New walls, doors, and windows**

a. If Lessee has negotiated to have additional walls to be built within the space, Lessor will provide metal stud framing, 5/8” drywall, and knockdown spray texture. Smooth wall finish will be at additional cost to Lessee.

b. All doors shall be *Legacy* (or equal) 3’0” x 6’8” pre-fitted for *Timely* aluminum frame with dark bronze finish. Raised panel doors and wood trim will be available at additional cost to Lessee.

c. Interior doors will include standard non-lockable hardware. Locking hardware will be at an additional cost to Lessee. If locking hardware was pre-existing from prior occupancy, Lessor makes no representations and or warranties as to having keys for access. Lessee will need to make arrangements to have existing hardware re-keyed for future use.

d. Lessor will provide and/or maintain 1” aluminum mini blinds on all lower windows that face the common areas.
4. **Electrical and Telephone**

a. If Lessee requires any electrical outlets installed in the new walls, a space plan clearly marking the location of all outlets must be given to the broker and/or Lessor’s representative prior to commencement of the tenant improvement.

b. Lessor will provide a minimum 12 pair of phone lines from the building phone room to the interior of the Lessees’ space. A punch block will be provided in an accessible location from within Lessee space.

c. Lessor **does not** provide any data or phone wiring inside the tenant spaces. If outlets are required they must be included on the space plan. Lessee will be billed for additional costs.

d. Lessor will supply standard 110-volt duplex electrical outlets within the suite. Any special requirements such as 220-volt outlets or dedicated outlets will be at an additional cost to Lessee.

e. Outlet and cover plates will be white in color. Any requested upgrades, such as “rocker switches” will be at an additional cost to Lessee.

f. Lessor will only provide and maintain surface mounted or drop-in fluorescent fixtures with clean prismatic lenses that utilize 4’ lamps. The aforementioned lighting is considered building standard. All other forms of lighting will be installed and/or maintained at Lessee’s sole cost and expense.

LESSEE’S OBLIGATIONS:

B. Lessee’s obligations shall consist of the following:

1. **Paint**

a. Should Lessee choose an upgraded paint color, Lessee will be charged to re-paint the space to a building standard color upon vacating the premises.
2. **Electrical and Telephone**

a. Lessor will not maintain any lights within the Lessee space that are not building standard. Lessee understands that some lighting may have been installed prior to occupancy and Lessee assumes any and all responsibility for all non-building standard lighting.

b. Lessee shall be responsible for all phone system equipment, connections, outlets, wiring, and jacks within the Lessee space.

c. Lessee shall be responsible for all computer network wiring, outlets, and jacks.

INITIALS	
LESSOR	LESSEE

Exhibit C
Building Standards for Tenant Improvements and the Leased Premises

LESSEE OBLIGATIONS (continued):

3. **Plumbing**

a. Lessor will not maintain any plumbing within the Lessee space that is not building standard. Lessee understands that the premises may have had upgraded plumbing installed by the previous tenant prior to occupancy and Lessee assumes any and all responsibility for said plumbing.

b. Lessor will not maintain any insta-hot water heaters or similar hot water heater.

c. Lessor will not maintain any garbage disposals within the Lessee space.

d. Lessor will not maintain any showers within the Lessee space.

e. Lessor will not maintain any multiple restrooms, i.e. two (2) or more stalls or two (2) or more surface mounted sinks within the Lessee space.

f. Lessor will not maintain any urinals within the Lessee space.

g. Lessor will not maintain any dishwasher within the Lessee space.

h. Lessor will not maintain nor be responsible for any damaged to the premises or adjoining premises caused by the use of a water filtration system or similar.

i. Lessee understands that any upgraded plumbing listed above is considered non-building standard and Lessee assumes any and all responsibility for repairs and or replacements.
4. **HVAC**

a. Lessor will not maintain any individual HVAC package unit that services a “network” computer room within the Lessee space.
5. **New walls, doors, and windows**

a. Lessee will not be allowed to install dead bolt hardware that is keyed on both sides due to Ventura County Fire Department codes.

b. Lessee will not be allowed to change the front door locks to the premises without Lessor’s permission. Lessee understands that said premises are on a master system for emergency purposes. Should said front door locks need to be changed, Lessee will need to utilize the services of Lessor’s locksmith in order to preserve the master system. Should Lessor find that Lessee has changed said locks and removed the premises from the master system, Lessor has the right to re-key the premises at Lessee’s sole cost and expense in order to restore master system.

c. Lessee will be responsible for the installation and the maintenance of any mini blinds or window coverings on interior office windows inside of their premises. Lessor will only maintain blinds on the lower windows that face the common areas of the complex.

INITIALS	
LESSOR	LESSEE

Exhibit D
Signage Criteria

Water Court Uniform Sign Program

1

Purpose:

The purpose of a Uniform Sign Plan is to provide for the establishment of signage criteria that is tailored to a specific development or locations. The intent is to provide for flexible sign criteria that promote superior design through architectural integration of the site, buildings and signs.

Introduction:

The following are guidelines for the sign program for 850; 860; 870; 880; 890; 900; 910; 920 Hampshire Road, Westlake Village, CA 91361. These are multi tenant buildings with separate entrances to each suite accessed by several entrances on Hampshire Road, Wild Rose Street and many areas throughout the parking areas and structure.

Specifications for Tenant Main Identification Sign:

The On-Building signs will provide for the identification and location of each tenant in the business complex. The building standard front entry door signs shall be black with brushed aluminum text in one of the four approved fonts. Tenant identification will be limited with respect to height, shape and letter styles. (See Exhibit A)

1. Location: The main tenant sign shall be located on the stucco wall fascia above the tenant's main entry only.
2. Size: The main tenant sign shall be limited to a maximum of 16" high by 82" with an architectural frame of perforated aluminum and brushed aluminum. The size of the acrylic sign insert is 10.375" x 60" with brushed aluminum graphics on the second surface and is back painted black.
3. Wording: The wording on the main tenant sign may include, Business Logo, Name and/or principal product. The wording is limited to one or two lines of text. The maximum size for one line of text is 6" x 56". The maximum size for two lines of text is 8" x 56".
4. Fonts: The approved sans serif fonts are: Futura, Helvetica, Arial, and Bank Gothic. (See Exhibit B)
5. Logo: Tenant's logo if desired will be limited to 20% of sign area, or font. The maximum size for a tenants sign with a logo and name is 6" x 56" for one line of copy and 8" x 56" for two lines of copy. Logo not required.
6. Color: The standard color of the signs shall be brushed aluminum graphics on the second surface and back painted black. The tenant may request up to two of the approved alternate color choices for their Logo subject to the attached Exhibit C.

INITIALS	
LESSOR	LESSEE

Water Court Uniform Sign Program

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Window Plaque:

Window plaque shall be permitted for business hours and ancillary information only.

- 1. Location: Window plaque shall be applied to the right of tenant's main entry only.
- 2. Size: The background sign area of each sign shall not exceed 9" width and 12" height. (See Exhibit D)
- 3. Wording: The wording is limited to 8 lines of text. Each Line is limited to .5" font.
- 4. Fonts: Same font as tenant's main entry sign.
- 5. Logos: Logos will not be permitted on the window plaque.
- 6. Color: The standard color of the signs shall be brushed aluminum graphics on the second surface and back painted black. Colors not permitted.

PROHIBITED SIGNS:

- 1. Signs constituting a traffic hazard.
- 2. Immoral or unlawful advertising
- 3. Animated, audible, moving or illuminated signs
- 4. Off premise signs including but not limited to directional signage, hours of operations, special events, sign twirlers located in on or about the common area of the property.
- 5. Painted wall signs.
- 6. Balloons, pennants, banners, sandwich signs and flags.
- 7. Signs affixed to vehicles for the purpose of stationary advertisement.
- 8. Vinyl window lettering unless preapproved in the lease agreement by and between Landlord and Tenant.

INITIALS	
LESSOR	LESSEE

Water Court Uniform Sign Program

3

- 9. Computer generated signage taped to the inside windows.
- 10. Generic signs purchased from retails store and or online retail suppliers such as Home Depot, Lowes, Office Depot, Orchard Supply Hardware, Amazon.com and or any other Supply Store.
- 11. No window stickers promoting advertising such as social media or the like. Security Company and Visa/Mastercard type stickers are excluded but only one sticker for each type is permitted in the bottom left hand side of the window to the right of tenant’s main entry door. Tenant may not display multiple stickers for the same venue. Old stickers must be removed by tenant prior to the installation of new stickers. For example tenant may not display stickers from two different Security Companies.
- 12. Non-building standard “NO SOLICITING” signs.

NO SOLICITING SIGNS:

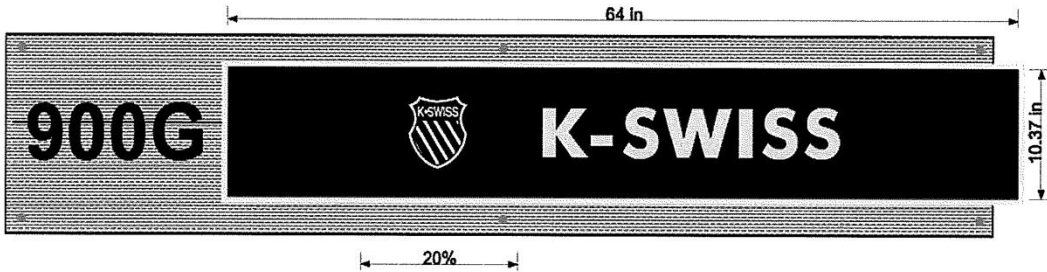
- 1. Building Standard "No Soliciting" signs are available for purchase. (See Exhibit E)

INITIALS	
LESSOR	LESSEE

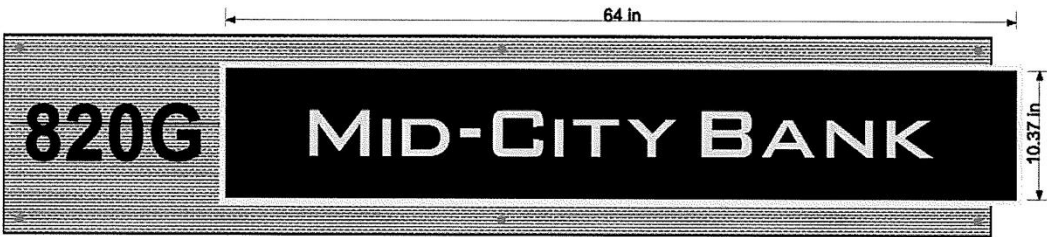
Water Court Uniform Sign Program

4

Exhibit A: Main Identification Sign



The tenant sign insert is 64" wide and 10-3/8" high, with two lines of text maximum from one of the approved Sans Serif font choices, the text is brushed aluminum and the acrylic is backpainted black. If tenant's logo is requested no more than 20% of the beginning of the sign is allowed for the logo. The logo should be provided as a vector file. Sign proofs will be sent to the tenant for approval before the signs are made.



INITIALS	
LESSOR	LESSEE

Water Court Uniform Sign Program

Exhibit B: Approved Fonts

Arial (Regular)



Arial (Bold)



BANK GOTHIC (LIGHT LT BT)



BANK GOTHIC (MEDIUM BT)



Futura MdBT (Regular)

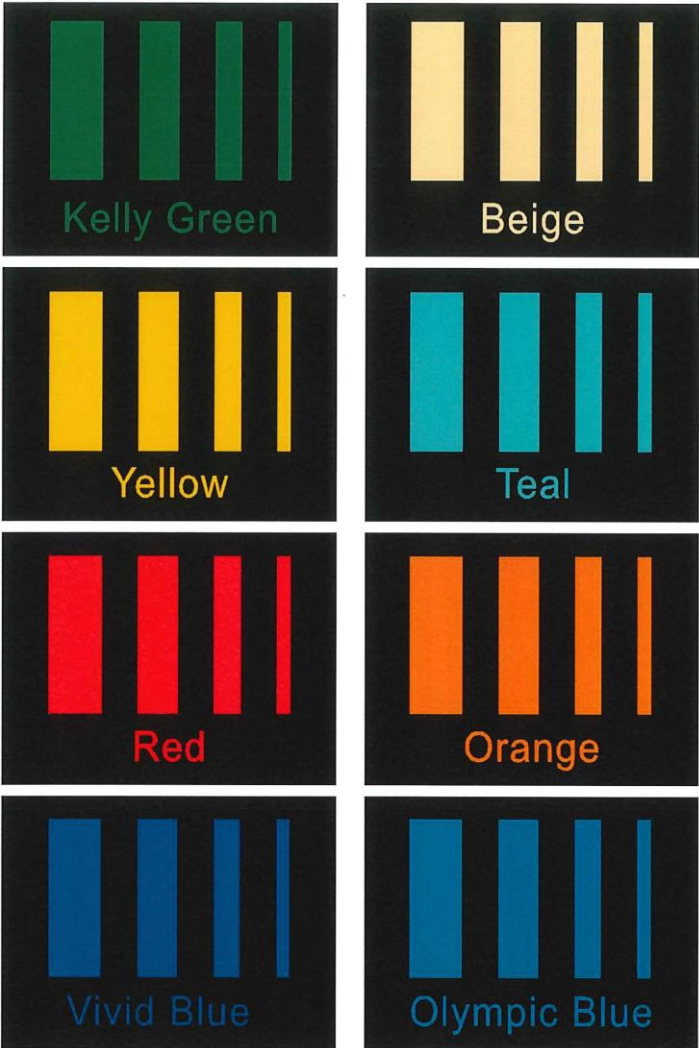


Futura MdBT (Bold)



INITIALS	
LESSOR	LESSEE

Exhibit C: Optional Colors For Logos Only



INITIALS	
LESSOR	LESSEE

Water Court Uniform Sign Program

7

Exhibit D: Optional Window Plaque

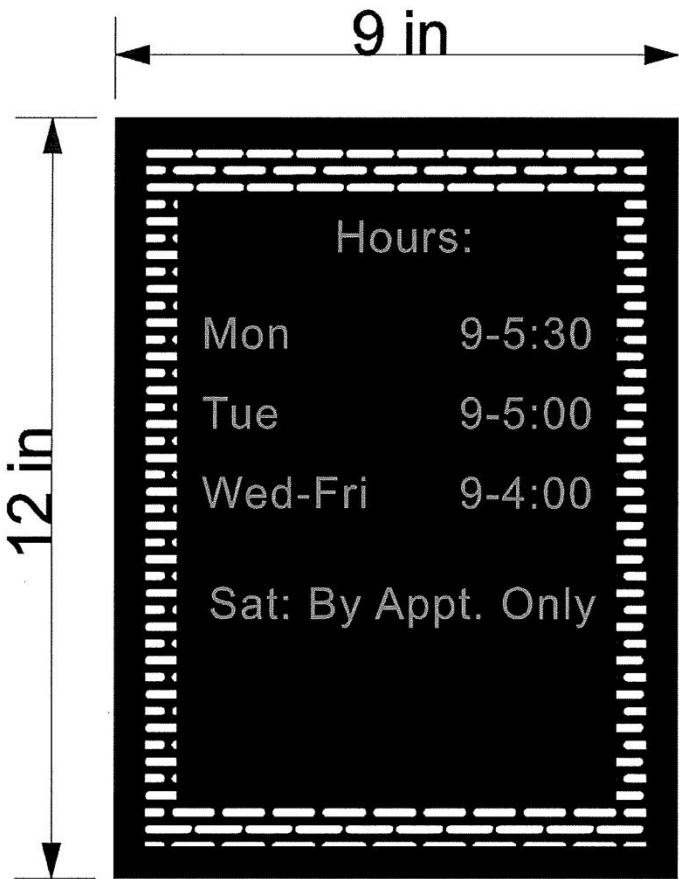


Exhibit E: Optional Building Standard "No Soliciting" Sign

NO SOLICITING
9" x .8" sign

INITIALS	
LESSOR	LESSEE

Addendum to Lease

THIS ADDENDUM TO STANDARD MULTI-TENANT OFFICE LEASE-GROSS("Addendum") is attached to and made a part of that certain printed Standard Multi-Tenant Office Lease - Gross ("Lease") entered into by and between Water Court, LLC ("Lessor") and Compass Charter Schools ("Lessee") dated November 23, 2020. The promises, covenants, agreements and declarations made and set forth herein are intended to and shall have the same force and effect as if set forth at length in the body of the Lease. To the extent that any terms or provisions of the Addendum are inconsistent with any terms or provisions of the Lease, the terms and provisions of these shall prevail and control for all purposes. All capitalized terms used in the Addendum shall have the same meanings assigned to them in the Lease, if any, unless otherwise specified in the Addendum.

- A1. Lessor's Work. None. Lessee will lease the Premises in an "as-is" condition.
- A2. Lessee's Work. Lessee, at Lessee's sole cost and expense, shall be entitled to make non-structural modifications/improvements to the interior of the Premises, subject to Lessor's prior approval of construction and working drawings, which such approval shall not be unreasonably withheld. Lessee shall utilize its own architect and contractor to obtain the necessary city permits to perform the improvements within the Premises. Notwithstanding anything to the contrary contained in this Lease, any contractor hired by Lessee shall provide Lessor or Lessor's agent with a certificate of insurance showing proof of commercial general liability insurance equal to or better than \$1,000,000.00 per occurrence. Said certificate of insurance shall name both the Lessor and Lessor's agent as additional insured.

Lessee agrees that Lessee's work will not disturb adjoining neighbors. If Lessor receives any complaints from other Lessees, Lessee agrees to finish said work after normal business hours. Also, during the construction process, Lessee must coordinate any water shuts offs necessary. Any plumbing work that would affect other tenants of the Building will be done after hours between the hours of 10pm and 8am. Lessee and Lessee's contractor shall not utilize Lessor's 40 yard roll off for disposal of any construction waste.

Any and all improvements completed by Lessee shall be maintained by Lessee during the entire term of the lease and any extension thereof. Lessor shall not be responsible for making any repairs and or replacements to improvements installed by Lessee.

- A3. Security Deposit. Lessor and Lessee acknowledge that as of the date of this lease, Lessee has on account with Lessor a security deposit of \$9,105.65 for the Lease dated May 4, 2015, located at 850 Hampshire Road, Suite P. Upon Lessee taking occupancy of the Premises, and upon Lessee vacating 850 Hampshire, Suite P and leaving the space in the condition per the terms of the Lease, Lessor will terminate the Lease dated May 4, 2015 and transfer the security deposit to this Lease. Lessor will then credit Lessee a portion of the security deposit in the amount of \$3,886.02 in the form of Base Rent abatement during month one (1) of this Lease. After said credit, the security deposit held on account for the remainder of the Lease will be \$5,219.63.
- A4. Furniture Usage. It is agreed and understood that Lessee will be allowed to use two (2) tall wooden tables with glass tops together with eight (8) bar style leather bench seats ("furniture") during the term of this lease. Lessee agrees to maintain and keep the furniture in good order, condition and repair. In the event, the furniture is not returned to Lessor in the same condition as delivered, normal wear and tear accepted, Lessee will remit to Lessor three hundred fifty and no dollars (\$350.00) per table and chair set or a total of Seven hundred and no dollars (\$700.00) for both. If at any time during the term of said Lease Lessee elects not to utilize said furniture, Lessee will contact Lessor or Lessor's representative to arrange removal of the furniture. Should Lessee either voluntarily or involuntarily vacate the premises and the furniture is not returned to Lessor, Lessor may deduct the amounts referenced previously from Lessee's security deposit on account.
- A5. Lease Type / HVAC. Lessee shall be responsible for the cost of electricity and janitorial service to the Premises. Lessor, as part of the operating cost, shall furnish building standard HV/AC to the Premises, as more specifically defined as the main HV/AC plant for the entire complex.

Lessor, as part of the operating costs, shall furnish HV/AC to the premises, Monday through Friday, 8:00 AM to 6:00 PM and Saturday 9:00 AM to 1:00 PM.

Notwithstanding anything to the contrary contained in this Lease, in the event of a problem with the HVAC unit after normal business hours (Monday through Friday 8:00 AM to 5:00 PM) that requires the service of the maintenance personnel, Lessor will provide service on the next business day to investigate and commence the necessary repairs.

It is agreed and understood that although the Lessor will provide HV/AC to the Premises, it is further agreed and understood that the Lessee is responsible for any and all electrical costs required to supply the HV/AC system in the Lessee's premises including, but not limited to the electrical costs for operating the fan coil units.

It is agreed and understood between Lessor and Lessee that HVAC was installed and designed in the Premises for a standard office user. Should Lessee's use deviate from standard office use, it is agreed and understood that Lessor is under no obligation to fix, adjust, modify or install additional ducting to provide additional air flow and or air balancing to said offices. Further, Lessor is under no obligation to adjust air balancing to satisfy personal preferences of Lessee's employees. For example, two offices next door to one another share one thermostat. An employee in one office prefers the office to be cold and the employee in the second office prefers the office to be hot. This is a personal preference, not a mechanical issue with the air conditioning unit; therefore, not the Lessor's responsibility to correct. Lessee is also aware that the Premises were designed as general office space. The current HV/AC is not designed to handle many people in one room. Any upgrades needed for sufficient air conditioning will be at Lessee's option and expense.

INITIALS	
LESSOR	LESSEE

- A6. Copies of Lease Documents. It is agreed and understood that Lessee will be given a fully executed original Lease Agreement for their files. It is further agreed and understood that should Lessee request a copy of said Lease Agreement from Lessor or Lessor's Agent, there will be a fee of \$15 for each and every copy requested paid to the entity making the copy. This fee is subject to increase at any time without notice. Please inquire as to the cost prior to requesting a copy of your Lease Agreement. Said fee will be paid prior to copy being picked up.
- A7. Nest Products - Created by Google. It is agreed and understand that Lessee has been made aware that the HVAC system for the Water Court Office Complex is a commercial system and may not be compatible with Nest Products or other smart home devices that control thermostats currently on the market. Should Lessee have a Nest system or similar product installed and Lessor, in its sole and absolute discretion, determine that said Nest system or similar product is causing the HVAC system to malfunction and or not work properly, Lessee shall, within five (5) days of written notice, remove said Nest system or similar product so as not to cause any further issues, problems or damage to the main HVAC system. Should Lessee fail and or refuse to timely remove said Nest system or similar product at Lessor's request, then Lessor may remove said Nest system or similar product at Lessee's sole cost and expense, within five (5) days of written notice. Lessee expressly releases Lessor from any claim of damage that may occur to said Nest system or similar product due to Lessor's removal. Lessee shall indemnify and hold the Lessor harmless from any loss or liability, including attorney's fees and costs, arising from its installation of said system.
- A8. Radon. Lessee is aware that radon gas has been detected in some of the buildings at the subject Property and Lessor has completed all necessary remediation.
- A9. Stucco Entries. It is agreed and understood that Lessee may not drill and or nail anything into the stucco front entries of the Premises. It is further agreed and understood that Lessee may not install anything to the stucco front entries of the Premises without Lessor's written approval.
- A10. Computer / Phone Equipment. Lessor and Lessor's agent cannot guarantee the availability of high speed internet access or that existing cables and phone lines, if any, in the premises are working. Lessee, at Lessee's sole cost and expense, will have to perform their own investigation and have Lessee's vendor verify said information. In the event, there are no existing cables and phone lines, Lessee, at Lessee's sole cost and expense will have to install within the premises.
- A11. Front Entry Glass Door. It is agreed and understood that Lessee is not permitted to install anything in, on or through these doors. In the event Lessee does install and or penetrate the doors without Lessor's written approval, Lessee will be responsible for replacing said door as a result of the damage caused.
- A12. Construction Noise. Lessee acknowledges that the Premises is part of multi-tenant buildings complex. As a result, both in the Common Areas and in the other leased areas of the Project, there is occasional construction conducted either by Lessor or other tenants. Controlling over any other provision of the Lease, during periods of said construction, by either Lessor or other tenants within the Project, Lessor shall not be liable for any damage whatsoever arising therefrom, including, but not limited to, lost profits or consequential damages, due to said construction. Lessee expressly waives the right to bring any claim for said damages, including any abatement in Rent, and covenants not to sue therefor.
- A13. Multi-Tenant Building. Lessor makes no representations, warranties and or guarantees in regards to noise between the adjoining offices and or Lessee's own interior offices. Lessee is aware that Lessee will be occupying space in a multi-tenant building with tenants surrounding Lessee's premises. Lessee may hear noise from time to time from the adjoining spaces in the normal course of business. Although Lessor provides insulation in the demising walls, Lessor does not provide soundproofing materials as part of the building standard improvements. If Lessee requires said soundproofing (i.e. quiet rock or soundboard), any and all costs related to that will be at the expense of Lessee, and at no cost or expense to Lessor.
- A14. Smoking. Lessee shall not suffer or permit the consumption of tobacco or marijuana smoking or vaping or carrying of lighted cigars or cigarettes in areas reasonably designated by Lessor or by applicable governmental agencies as non-smoking areas. Lessor has designated two areas with the Office Building Project for smoking, including vapor. Attached hereto and made a part of this agreement by reference is a site map identifying the approved smoking areas. Smoking will not be permitted anywhere else with the Office Building Project. Lessee will be required to enforce this rule as to their employees and guests. After an initial warning, Lessee will be assessed \$250.00 for each violation of this rule. Furthermore, vaping is not permitted within the Building at any time.
- A15. Front Entry Door Locks. Due to the technology of the front entry door locks, unauthorized duplicate keys can damage the system and the responsible party will be held liable for any damages incurred by the Lessor. Duplicate keys can be obtained by contacting Lessor or Lessor's managing agent in writing. The cost for each duplicate key is seven and 00/100 dollars (\$7.00); said cost is subject to change. Duplicate keys can take up to 96 business hours.
- A16. Termites. References herein to an "Infestation" is a reference to a termite infestation within the Premises.
- (a) Lessee shall promptly notify Lessor of any evidence of an Infestation. Lessor shall also have the right to inspect the Premises for an Infestation under paragraph 32 of the Lease. In the event that Lessee knows or reasonably should have known of an Infestation and fails to timely notify Lessor thereof, this failure shall be considered an "abuse or misuse" as defined in paragraph 7.1 of the Lease such that Lessee shall be solely responsible therefor.
- (b) In the event of an Infestation, Lessor shall have the sole right to determine the scope of any work required to remedy the Infestation (the "Work"). Lessee agrees to reasonably co-operate (using a standard of commercial reasonableness) with the Work as determined by Lessor. In connection therewith, Lessee agrees as follows:

INITIALS	
LESSOR	LESSEE

- (i) Once the scope of the Work has been determined, Lessee shall provide access therefor within thirty (30) days. A failure to do so shall constitute a non-monetary default under the Lease. Additionally, Lessee agrees to pay a \$250.00 assessment for each day thereafter until access is afforded for the Work;
- (ii) Once a date for the Work has been agreed upon, should Lessee fail to provide access without a forty-eight hour notice of cancellation, Lessee shall pay an assessment of \$250.00 for each time this occurs; and,
- (iii) The assessments provided for herein are agreed by the parties to be a reasonable assessment of the damage caused to Lessor due to Lessee’s violation thereof.

In connection with the Work, the parties agree as follows:

- (a) Except in the event the infestation is due to an “abuse or misuse” as defined in paragraph 7.1 of the Lease, Lessor shall be responsible for the cost of the exterminator. If Lessor determines that the Work can be implemented by “spot treatment” during business hours, Lessor shall not be responsible for any damage to the premises or other loss, including lost revenue. Should Lessee object to this treatment during business hours, then Lessor will perform the work during non-business hours. In said event, Lessee shall be solely responsible for additional costs related to the work being performed during non-business hours, including, but not limited to overtime or other labor costs incurred by Lessee; and,
- (b) If the nature of the Work required that the Lessee’s business be closed, including if the Premises or the building requires tenting, then they further agree as follows: (i) Lessor shall be responsible for the cost of the exterminator; (ii) Lessor shall not be responsible for any damage to the premises or other loss, including lost revenue.

- A17. Interior Door Locks. It is agreed and understood that the Lessor is not responsible for any interior door locks. Lessor does not maintain keys to the interior door locks. Should Lessee lock the interior door and no longer have access, Lessor shall but is under no obligation to contract with a locksmith in order to have the interior door opened. Any and all costs associated with Lessor gaining entry shall be at the sole cost and expense of Lessee.
- A18. COVID-19. Notwithstanding any other provision set forth in the Lease, or applicable law, Lessee acknowledges the current COVID-19 pandemic and agrees that it, together with any governmental orders related thereto, shall not constitute ground to excuse its performance under the Lease, including, but not limited to, the payment of rent and other charges as they fall due.
- A19. There are no oral or written agreements or representations between the parties hereto affecting this Lease not contained herein. This Lease supersedes and cancels any and all previous negotiations, arrangements, representations, brochures, displays, projections, estimates, agreements and understandings, if any, made by, to, or between Lessor and Lessee and their respective agents and employees with respect to the subject matter thereof and none shall be used to interpret, construe, supplement or contradict this Lease.

This Lease has been prepared by WESTCORD/WESTOAKS COMMERCIAL GROUP, INC., a California Corporation, at the request of Lessor and Lessee who are herein referred to as "The Parties' without regard to number or gender. The parties have been advised to have this document reviewed by their own independent counsel, and confirm that in signing of this document, they have not relied on any acts or conduct of WESTCORD/WESTOAKS COMMERCIAL GROUP, INC., and its agents, with regard to the interpretations or meaning of this document. The Parties jointly and severally waive any and all claims, actions, demands, and loss against WESTCORD/WESTOAKS COMMERCIAL GROUP, INC., its agents, employees, and each of them, that a Party may incur by reason of act, error, or omission in the preparation of this document and in its interpretation and meaning, whether or not the interpretation or meaning is the result of Compromise and settlement among Parties, or the result of determination by court or arbitration panel of competent jurisdiction. The preceding waiver provisions have been negotiated by and between the parties on the one part, and WESTCORD/WESTOAKS COMMERCIAL GROUP, INC., on the other part.

INITIALS	
LESSOR	LESSEE

LESSOR
Water Court, LLC

LESSEE
Compass Charter Schools

Tom Miller or Laura Edrick

Date

J.J. Lewis

Date

INITIALS	
LESSOR	LESSEE



Memorandum

To: Board of Directors
From: J.J. Lewis, Superintendent & CEO
Date: December 8, 2020
RE: **Donations to CCS**

Per the Donation Acceptance Policy in Board Policy Manual, "All donations must be accepted by the Board of Directors at a regularly scheduled Board meeting."

The following donations were made to Compass Charter Schools:

- Small School Districts Association (\$1,400)
 - To support scholarships
- #GivingTuesday (to support scholarships)
 - Melissa Collier (\$30)
 - J.J. Lewis (\$100)
 - Kasey Wingate (\$50)
 - *May be others; working with giving platform on reporting errors*

The following recurring donations were revised:

- J.J. Lewis (\$100/month)
 - Revised as of November 2020, to support scholarships

**CHARTER SCHOOL FIRST INTERIM
FINANCIAL REPORT -- ALTERNATIVE FORM
July 1, 2020 to June 30, 2021**

Charter School Name: Compass Charter School - San Diego
CDS #: 37-68213-0127084
Charter Approving Entity: Mountain Empire Unified
County: San Diego
Charter #: 1454

This charter school uses the following basis of accounting:

Please enter an "X" in the applicable box below; check only one box

<input checked="" type="checkbox"/>	Accrual Basis (Applicable Capital Assets/Interest on Long-Term Debt/Long-Term Liabilities objects are 6900, 7438, 9400-9499, and 9660-9669)
<input type="checkbox"/>	Modified Accrual Basis (Applicable Capital Outlay/Debt Service objects are 6100-6170, 6200-6500, 7438, and 7439)

	Description	Object Code	Unrestricted	Restricted	Total	Adopted Budget	Projected 2020-21
A. REVENUES							
1.	Revenue Limit Sources						
	State Aid - Current Year	8011	1,775,498.00		1,775,498.00	6,693,637.27	6,316,097.58
	Education Protection Account	8012	646,558.00		646,558.00	1,805,537.58	2,576,837.00
	Charter Schools Gen. Purpose Entitlement - State Aid	8015	0.00		0.00	0.00	0.00
	State Aid - Prior Years	8019	0.00		0.00	0.00	0.00
	Tax Relief Subventions (for rev. limit funded schools)	8020-8039	0.00		0.00	0.00	0.00
	County and District Taxes (for rev. limit funded schools)	8040-8079	0.00		0.00	0.00	0.00
	Miscellaneous Funds (for rev. limit funded schools)	8080-8089	0.00		0.00	0.00	0.00
	Revenue Limit Transfers (for rev. limit funded schools):		0.00			0.00	0.00
	PERS Reduction Transfer	8092	0.00		0.00	0.00	0.00
	Other Revenue Limit Transfers	8096		0.00	0.00	0.00	0.00
	Total, Revenue Limit Sources		2,422,056.00	0.00	2,422,056.00	8,499,175	8,892,935
2.	Federal Revenues (see NOTE on last page)						
	No Child Left Behind	8290			0.00	87,197.00	166,896.00
	Special Education - Federal	8181, 8182		0.00	0.00	158,004.51	147,658.25
	Child Nutrition - Federal	8220		0.00	0.00	0.00	0.00
	Other Federal Revenues	8110, 8260-8299	0.00	91,711.00	91,711.00	156,120.00	287,495.00
	Total, Federal Revenues		0.00	91,711.00	91,711.00	401,322	602,049
3.	Other State Revenues						
	Charter Schools Categorical Block Grant	8480	0.00		0.00	0.00	0.00
	Special Education - State	StateRevSE		229,380.00	229,380.00	782,438.35	761,916.57
	All Other State Revenues	StateRevAO	17.29	96,350.00	96,367.29	274,864.76	368,615.82
	Total, Other State Revenues		17.29	325,730.00	325,747.29	1,057,303	1,130,532
4.	Other Local Revenues						
	Transfers from Sponsoring LEAs to Charter Schools in Lieu of Property Taxes	8096	627,806.83		627,806.83	2,604,657.15	2,369,607.42
	All Other Local Revenues	LocalRevAO	24,733.01	0.00	24,733.01	47,561.68	77,049.94
	Total, Local Revenues		652,539.84	0.00	652,539.84	2,652,219	2,446,657
5.	TOTAL REVENUES		3,074,613.13	417,441.00	3,492,054.13	12,610,018	13,072,174
B. EXPENDITURES							
1.	Certificated Salaries						
	Teachers' Salaries	1100	964,058.70	105,875.17	1,069,933.87	3,732,556.79	3,882,479.59
	Certificated Pupil Support Salaries	1200	72,581.06	59,911.45	132,492.51	388,700.37	419,738.81
	Certificated Supervisors' and Administrators' Salaries	1300	93,729.96	8,627.65	102,357.61	356,122.92	346,047.75
	Other Certificated Salaries	1900		0.00	0.00	0.00	0.00
	Total, Certificated Salaries		1,130,369.72	174,414.27	1,304,783.99	4,477,380	4,648,266
2.	Non-certificated Salaries						
	Instructional Aides' Salaries	2100	36,114.41	0.00	36,114.41	106,266.36	123,591.25
	Non-certificated Support Salaries	2200	156,272.51	6,060.13	162,332.64	495,863.12	462,560.04
	Non-certificated Supervisors' and Administrators' Sal.	2300	74,645.46	2,636.07	77,281.53	275,193.42	260,843.78
	Clerical and Office Salaries	2400	89,076.60	0.00	89,076.60	257,139.59	238,151.53
	Other Non-certificated Salaries	2900	2,156.10	0.00	2,156.10	13,500.00	0.00
	Total, Non-certificated Salaries		358,265.08	8,696.20	366,961.28	1,147,962	1,085,147

**CHARTER SCHOOL FIRST INTERIM
FINANCIAL REPORT -- ALTERNATIVE FORM
July 1, 2020 to June 30, 2021**

Charter School Name: Compass Charter School - San Diego
CDS #: 37-68213-0127084

Description	Object Code	Unrestricted	Restricted	Total		
3. Employee Benefits						
STRS	3101-3102	162,477.44	22,113.87	184,591.31	723,096.88	750,694.98
PERS	3201-3202			0.00	0.00	0.00
OASDI / Medicare / Alternative	3301-3302	38,754.10	2,651.42	41,405.52	152,175.51	144,995.50
Health and Welfare Benefits	3401-3402	187,118.50	18,978.29	206,096.79	531,441.76	822,164.06
Unemployment Insurance	3501-3502	2,286.28	231.88	2,518.16	48,441.96	46,123.53
Workers' Compensation Insurance	3601-3602	9,833.18	997.33	10,830.51	44,943.59	40,167.55
Retiree Benefits	3701-3702			0.00	0.00	0.00
PERS Reduction (for revenue limit funded schools)	3801-3802			0.00	0.00	0.00
Other Employee Benefits	3901-3902	9,917.02		9,917.02	20,303.40	20,444.07
Total, Employee Benefits		410,386.52	44,972.79	455,359.31	1,520,403	1,824,590
4. Books and Supplies						
Approved Textbooks and Core Curricula Materials	4100	119,609.70	34,528.12	154,137.82	3,020,227.49	2,960,900.35
Books and Other Reference Materials	4200		0.00	0.00	167,608.57	167,688.17
Materials and Supplies	4300	448.55	186.12	634.67	8,915.35	8,970.20
Noncapitalized Equipment	4400	72,832.02	11,267.95	84,099.97	130,479.40	201,201.17
Food	4700		0.00	0.00	500.00	500.00
Total, Books and Supplies		192,890.27	45,982.19	238,872.46	3,327,731	3,339,260
5. Services and Other Operating Expenditures						
Travel and Conferences	5200	9,632.18	89,290.30	98,922.48	158,307.07	159,403.94
Dues and Memberships	5300	12,309.52		12,309.52	24,876.83	25,049.19
Insurance	5400	9,709.53		9,709.53	56,538.24	27,326.39
Operations and Housekeeping Services	5500	1,308.38		1,308.38	4,296.91	4,326.68
Rentals, Leases, Repairs, and Noncap. Improvements	5600	25,640.72		25,640.72	110,430.06	120,952.70
Professional/Consulting Services and Operating Expend.	5800	188,780.44	121,950.36	310,730.80	1,174,491.72	1,095,901.00
Communications	5900	10,778.53	52.68	10,831.21	36,410.62	36,662.91
Total, Services and Other Operating Expenditures		258,159.30	211,293.34	469,452.64	1,565,351	1,469,623
6. Capital Outlay						
(Objects 6100-6170, 6200-6500 for modified accrual basis only)						
Land and Land Improvements	6100-6170	0.00	0.00		0.00	0.00
Buildings and Improvements of Buildings	6200	0.00	0.00		0.00	0.00
Books and Media for New School Libraries or Major Expansion of School Libraries	6300	0.00	0.00		0.00	0.00
Equipment	6400	0.00	0.00		0.00	0.00
Equipment Replacement	6500	0.00	0.00		0.00	0.00
<i>Depreciation Expense (for accrual basis only)</i>	6900	0.00	0.00		0.00	0.00
Total, Capital Outlay		0.00	0.00	0.00	0	0
7. Other Outgo						
Tuition to Other Schools	7110-7143	0.00	0.00		0.00	0.00
Transfers of Pass-Through Revenues to Other LEAs	7211-7213	0.00	0.00		0.00	0.00
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE	0.00	0.00	0.00	0.00	0.00
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO	0.00	0.00		0.00	0.00
All Other Transfers	7280-7299	0.00	0.00	0.00	0.00	0.00
Debt Service:		0.00	0.00		0.00	0.00
Interest	7438	0.00	0.00	0.00	0.00	0.00
Principal (for modified accrual basis only)	7439	0.00	0.00	0.00	0.00	0.00
Total, Other Outgo		0.00	0.00	0.00	0	0
8. TOTAL EXPENDITURES		2,350,070.89	485,358.79	2,835,429.68	12,038,828	12,366,885
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)		724,542.24	(67,917.79)	656,624.45	571,190	705,288

**CHARTER SCHOOL FIRST INTERIM
FINANCIAL REPORT -- ALTERNATIVE FORM
July 1, 2020 to June 30, 2021**

Charter School Name: Compass Charter School - San Diego
CDS #: 37-68213-0127084

Description	Object Code	Unrestricted	Restricted	Total		
D. OTHER FINANCING SOURCES / USES						
1. Other Sources	8930-8979	0.00	0.00	0.00	0	0
2. Less: Other Uses	7630-7699	0.00	0.00	0.00	0	0
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	(67,917.79)	67,917.79	0.00	0	0
4. TOTAL OTHER FINANCING SOURCES / USES		(67,917.79)	67,917.79	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)		656,624.45	0.00	656,624.45	571,190	705,288
F. FUND BALANCE, RESERVES						
1. Beginning Fund Balance						
a. As of July 1	9791	561,066.76	6,946.85	568,013.61	568,014	568,014
b. Adjustments/Restatements to Beginning Balance	9793, 9795	0.00	0.00	0.00		0
c. Adjusted Beginning Balance		561,066.76	6,946.85	568,013.61	568,014	568,014
2. Ending Fund Balance, Oct 31 (E + F.1.c.)		1,217,691.21	6,946.85	1,224,638.06	1,139,204	1,273,302
Components of Ending Fund Balance (Optional):						
Reserve for Revolving Cash (equals object 9130)	9711			0.00		
Reserve for Stores (equals object 9320)	9712			0.00		
Reserve for Prepaid Expenditures (equals object 9330)	9713			0.00		
Reserve for All Others	9719	0.00	0.00	0.00		
General Reserve	9730	0.00	0.00	0.00		
Legally Restricted Balance	9740		0.00	0.00		
Designated for Economic Uncertainties	9770	0.00	0.00	0.00		
Other Designations	9775, 9780	0.00	0.00	0.00		
Undesignated / Unappropriated Amount	9790	1,217,691.21	6,946.85	1,224,638.06	1,139,204	1,273,302
G. ASSETS						
1. Cash						
In County Treasury	9110	5,443,641.46	6,946.85	5,450,588.31		
Fair Value Adjustment to Cash in County Treasury	9111	0.00	0.00	0.00		
In Banks	9120	0.00	0.00	0.00		
In Revolving Fund	9130	0.00	0.00	0.00		
With Fiscal Agent	9135	0.00	0.00	0.00		
Collections Awaiting Deposit	9140	0.00	0.00	0.00		
2. Investments	9150	0.00	0.00	0.00		
3. Accounts Receivable	9200	0.00	0.00	0.00		
4. Due from Grantor Government	9290	216,099.30	0.00	216,099.30		
5. Stores	9320	0.00	0.00	0.00		
6. Prepaid Expenditures (Expenses)	9330	0.00	0.00	0.00		
7. Other Current Assets	9340	0.00	0.00	0.00		
8. Capital Assets (for accrual basis only)	9400-9499	0.00	0.00	0.00		
9. TOTAL ASSETS		5,659,740.76	6,946.85	5,666,687.61		
H. LIABILITIES						
1. Accounts Payable	9500	0.00	0.00	0.00		
2. Due to Grantor Government	9590		0.00	0.00		
3. Current Loans	9640	0.00	0.00	0.00		
4. Deferred Revenue	9650	0.00	0.00	0.00		
5. Long-Term Liabilities (for accrual basis only)	9660-9669	4,442,049.55	0.00	4,442,049.55		
6. TOTAL LIABILITIES		4,442,049.55	0.00	4,442,049.55		
I. FUND BALANCE						
Ending Fund Balance, June 30 (G9-H6) (must agree with Line F2)		1,217,691.21	6,946.85	1,224,638.06		

**CHARTER SCHOOL FIRST INTERIM
FINANCIAL REPORT -- ALTERNATIVE FORM**
July 1, 2020 to June 30, 2021

Charter School Name: Compass Charter School - San Diego
CDS #: 37-68213-0127084

0.00 0.00 0.00

**NOTE: IF YOUR CHARTER SCHOOL RECEIVED FEDERAL FUNDING, AS REPORTED IN SECTION A.2,
THE FOLLOWING ADDITIONAL INFORMATION MUST BE PROVIDED:**

1. Federal Revenues Used for Capital Outlay and Debt Service:

Included in the Capital Outlay and Debt Service expenditures reported in sections B.6 and B.7 are the following amounts paid out of federal funds:

Federal Program Name (Indicate if NONE)		Capital Outlay	Debt Service	Total
a.	None	\$ 0.00	0.00	0.00
b.	None	0.00	0.00	0.00
c.	None	0.00	0.00	0.00
d.	None	0.00	0.00	0.00
e.	None	0.00	0.00	0.00
f.	None	0.00	0.00	0.00
g.	None	0.00	0.00	0.00
h.	None	0.00	0.00	0.00
i.	None	0.00	0.00	0.00
j.	None	0.00	0.00	0.00
TOTAL		0.00	0.00	0.00

2. Community Services Expenditures:

Included in the expenditures reported in Section B are the following amounts expended for Community Services paid out of state and local funds:

Objects of Expenditures		Amount Enter "0.00" if none
a.	Certificated Personnel Salaries	\$ 0.00
b.	Non-certificated Personnel Salaries	0.00
c.	Employee Benefits	0.00
d.	Books and Supplies	0.00
e.	Services and Other Operating Expenditures	0.00
TOTAL COMMUNITY SERVICES EXPENDITURES		0.00

**CHARTER SCHOOL FIRST INTERIM
FINANCIAL REPORT -- ALTERNATIVE FORM
July 1, 2020 to June 30, 2021**

Charter School Name: Compass Charter School - Yolo
CDS #: 57-72702-02139436
Charter Approving Entity: Winters Joint Unified
County: Yolo
Charter #: 2059

This charter school uses the following basis of accounting:

Please enter an "X" in the applicable box below; check only one box

<input checked="" type="checkbox"/>	Accrual Basis (Applicable Capital Assets/Interest on Long-Term Debt/Long-Term Liabilities objects are 6900, 7438, 9400-9499, and 9660-9669)
<input type="checkbox"/>	Modified Accrual Basis (Applicable Capital Outlay/Debt Service objects are 6100-6170, 6200-6500, 7438, and 7439)

	Description	Object Code	Unrestricted	Restricted	Total	Adopted Budget	Projected 2020-21
A. REVENUES							
1.	Revenue Limit Sources						
	State Aid - Current Year	8011	1,218,318.00		1,218,318.00	4,176,874.86	4,293,153.05
	Education Protection Account	8012	30,913.00		30,913.00	129,874.00	122,248.00
	Charter Schools Gen. Purpose Entitlement - State Aid	8015	0.00		0.00	0.00	0.00
	State Aid - Prior Years	8019	0.00		0.00	0.00	0.00
	Tax Relief Subventions (for rev. limit funded schools)	8020-8039	0.00		0.00	0.00	0.00
	County and District Taxes (for rev. limit funded schools)	8040-8079	0.00		0.00	0.00	0.00
	Miscellaneous Funds (for rev. limit funded schools)	8080-8089	0.00		0.00	0.00	0.00
	Revenue Limit Transfers (for rev. limit funded schools):		0.00			0.00	0.00
	PERS Reduction Transfer	8092	0.00		0.00	0.00	0.00
	Other Revenue Limit Transfers	8096	0.00	0.00		0.00	0.00
	Total, Revenue Limit Sources		1,249,231.00	0.00	1,249,231.00	4,306,749	4,415,401
2.	Federal Revenues (see NOTE on last page)						
	No Child Left Behind	8290		0.00	0.00	47,663.46	68,038.92
	Special Education - Federal	8181, 8182		0.00	0.00	78,736.11	74,112.85
	Child Nutrition - Federal	8220		0.00	0.00	0.00	0.00
	Other Federal Revenues	8110, 8260-8299	0.00	38,425.00	38,425.00	0.00	38,425.00
	Total, Federal Revenues		0.00	38,425.00	38,425.00	126,400	180,577
3.	Other State Revenues						
	Charter Schools Categorical Block Grant	8480	0.00		0.00	0.00	0.00
	Special Education - State	StateRevSE		112,877.00	112,877.00	389,901.23	382,422.31
	All Other State Revenues	StateRevAO	8.24	44,929.00	44,937.24	134,491.86	179,045.33
	Total, Other State Revenues		8.24	157,806.00	157,814.24	524,393	561,468
4.	Other Local Revenues						
	Transfers from Sponsoring LEAs to Charter Schools in Lieu of Property Taxes	8096	275,558.00		275,558.00	1,059,973.14	1,047,805.95
	All Other Local Revenues	LocalRevAO	3,715.19	0.00	3,715.19	8,804.62	14,678.90
	Total, Local Revenues		279,273.19	0.00	279,273.19	1,068,778	1,062,485
5.	TOTAL REVENUES		1,528,512.43	196,231.00	1,724,743.43	6,026,319	6,219,930
B. EXPENDITURES							
1.	Certificated Salaries						
	Teachers' Salaries	1100	396,983.51	50,461.29	447,444.80	1,783,786.39	1,626,285.04
	Certificated Pupil Support Salaries	1200	34,592.95	18,591.41	53,184.36	185,759.65	199,717.83
	Certificated Supervisors' and Administrators' Salaries	1300	44,672.77	4,112.03	48,784.80	170,190.90	164,654.55
	Other Certificated Salaries	1900	0.00	0.00	0.00	0.00	0.00
	Total, Certificated Salaries		476,249.23	73,164.73	549,413.96	2,139,737	1,990,657
2.	Non-certificated Salaries						
	Instructional Aides' Salaries	2100	11,800.57		11,800.57	50,784.62	38,822.30
	Non-certificated Support Salaries	2200	74,481.25	2,888.32	77,369.57	236,972.65	220,092.79
	Non-certificated Supervisors' and Administrators' Sal.	2300	35,576.87	1,256.40	36,833.27	131,514.75	124,113.26
	Clerical and Office Salaries	2400	42,454.92		42,454.92	122,886.84	113,315.96
	Other Non-certificated Salaries	2900			0.00	0.00	0.00
	Total, Non-certificated Salaries		164,313.61	4,144.72	168,458.33	542,159	496,344

**CHARTER SCHOOL FIRST INTERIM
FINANCIAL REPORT -- ALTERNATIVE FORM
July 1, 2020 to June 30, 2021**

Charter School Name: Compass Charter School - Yolo
CDS #: 57-72702-02139436

Description	Object Code	Unrestricted	Restricted	Total		
3. Employee Benefits						
STRS	3101-3102	77,438.59	10,539.72	87,978.31	345,567.52	321,491.17
PERS	3201-3202			0.00	0.00	0.00
OASDI / Medicare / Alternative	3301-3302	18,470.65	1,263.69	19,734.34	72,724.57	68,990.97
Health and Welfare Benefits	3401-3402	89,182.79	9,045.27	98,228.06	253,975.66	391,197.62
Unemployment Insurance	3501-3502	1,089.67	110.51	1,200.18	23,150.38	21,946.25
Workers' Compensation Insurance	3601-3602	4,686.61	475.33	5,161.94	21,478.51	19,112.31
Retiree Benefits	3701-3702			0.00	0.00	0.00
PERS Reduction (for revenue limit funded schools)	3801-3802			0.00	0.00	0.00
Other Employee Benefits	3901-3902	4,726.55		4,726.55	9,702.98	9,727.59
Total, Employee Benefits		195,594.86	21,434.52	217,029.38	726,600	832,466
4. Books and Supplies						
Approved Textbooks and Core Curricula Materials	4100	60,665.86	30,819.68	91,485.54	1,443,364.69	1,408,839.44
Books and Other Reference Materials	4200			0.00	5,490.38	5,504.30
Materials and Supplies	4300	213.78	88.71	302.49	3,782.74	3,792.34
Noncapitalized Equipment	4400	37,106.53	5,403.18	42,509.71	62,356.02	95,734.45
Food	4700			0.00	0.00	0.00
Total, Books and Supplies		97,986.17	36,311.57	134,297.74	1,514,994	1,513,871
5. Services and Other Operating Expenditures						
Travel and Conferences	5200	5,079.29	4,023.45	9,102.74	75,654.84	75,846.71
Dues and Memberships	5300	6,217.18		6,217.18	11,888.62	11,918.77
Insurance	5400	4,627.67		4,627.67	27,019.59	13,002.29
Operations and Housekeeping Services	5500	623.62		623.62	2,053.49	2,058.70
Rentals, Leases, Repairs, and Noncap. Improvements	5600	12,220.66		12,220.66	36,047.98	36,139.40
Professional/Consulting Services and Operating Expend.	5800	86,280.84	94,803.78	181,084.62	552,332.92	522,488.90
Communications	5900	5,137.16	25.11	5,162.27	17,400.62	17,444.74
Total, Services and Other Operating Expenditures		120,186.42	98,852.34	219,038.76	722,398	678,900
6. Capital Outlay						
(Objects 6100-6170, 6200-6500 for modified accrual basis only)						
Land and Land Improvements	6100-6170	0.00	0.00		0.00	0.00
Buildings and Improvements of Buildings	6200	0.00	0.00		0.00	0.00
Books and Media for New School Libraries or Major Expansion of School Libraries	6300	0.00	0.00		0.00	0.00
Equipment	6400	0.00	0.00		0.00	0.00
Equipment Replacement	6500	0.00	0.00		0.00	0.00
<i>Depreciation Expense (for accrual basis only)</i>	6900	0.00	0.00		0.00	0.00
Total, Capital Outlay		0.00	0.00	0.00	0	0
7. Other Outgo						
Tuition to Other Schools	7110-7143	0.00	0.00		0.00	0.00
Transfers of Pass-Through Revenues to Other LEAs	7211-7213	0.00	0.00		0.00	0.00
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE	0.00	0.00	0.00	0.00	0.00
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO	0.00	0.00		0.00	0.00
All Other Transfers	7280-7299	0.00	0.00	0.00	0.00	0.00
Debt Service:		0.00	0.00		0.00	0.00
Interest	7438	0.00	0.00	0.00	0.00	0.00
Principal (for modified accrual basis only)	7439	0.00	0.00	0.00	0.00	0.00
Total, Other Outgo		0.00	0.00	0.00	0	0
8. TOTAL EXPENDITURES		1,054,330.29	233,907.88	1,288,238.17	5,645,887	5,512,238
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)		474,182.14	(37,676.88)	436,505.26	380,432	707,693

**CHARTER SCHOOL FIRST INTERIM
FINANCIAL REPORT -- ALTERNATIVE FORM
July 1, 2020 to June 30, 2021**

Charter School Name: Compass Charter School - Yolo
CDS #: 57-72702-02139436

Description	Object Code	Unrestricted	Restricted	Total		
D. OTHER FINANCING SOURCES / USES						
1. Other Sources	8930-8979	0.00	0.00	0.00	0	0
2. Less: Other Uses	7630-7699	0.00	0.00	0.00	0	0
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	(37,676.88)	37,676.88	0.00	0	0
4. TOTAL OTHER FINANCING SOURCES / USES		(37,676.88)	37,676.88	0.00		
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)		436,505.26	0.00	436,505.26	380,432	707,693
F. FUND BALANCE, RESERVES						
1. Beginning Fund Balance						
a. As of July 1	9791	276,731.15	0.00	276,731.15	276,731	0
b. Adjustments/Restatements to Beginning Balance	9793, 9795	0.00	0.00	0.00		0
c. Adjusted Beginning Balance		276,731.15	0.00	276,731.15	276,731	0
2. Ending Fund Balance, Oct 31 (E + F.1.c.)		713,236.41	0.00	713,236.41	657,163	707,693
Components of Ending Fund Balance (Optional):						
Reserve for Revolving Cash (equals object 9130)	9711			0.00		
Reserve for Stores (equals object 9320)	9712			0.00		
Reserve for Prepaid Expenditures (equals object 9330)	9713			0.00		
Reserve for All Others	9719	0.00	0.00	0.00		
General Reserve	9730	0.00	0.00	0.00		
Legally Restricted Balance	9740		0.00	0.00		
Designated for Economic Uncertainties	9770	0.00	0.00	0.00		
Other Designations	9775, 9780	0.00	0.00	0.00		
Undesignated / Unappropriated Amount	9790	713,236.41	0.00	713,236.41	657,163	707,693
G. ASSETS						
1. Cash						
In County Treasury	9110	0.00		0.00		
Fair Value Adjustment to Cash in County Treasury	9111	0.00	0.00	0.00		
In Banks	9120	0.00	0.00	0.00		
In Revolving Fund	9130	0.00	0.00	0.00		
With Fiscal Agent	9135	0.00	0.00	0.00		
Collections Awaiting Deposit	9140	0.00	0.00	0.00		
2. Investments	9150	0.00	0.00	0.00		
3. Accounts Receivable	9200	0.00	0.00	0.00		
4. Due from Grantor Government	9290	135,809.67	0.00	135,809.67		
5. Stores	9320	0.00	0.00	0.00		
6. Prepaid Expenditures (Expenses)	9330	0.00	0.00	0.00		
7. Other Current Assets	9340	577,426.74	0.00	577,426.74		
8. Capital Assets (for accrual basis only)	9400-9499		0.00	0.00		
9. TOTAL ASSETS		713,236.41	0.00	713,236.41		
H. LIABILITIES						
1. Accounts Payable	9500	0.00	0.00	0.00		
2. Due to Grantor Government	9590	0.00	0.00	0.00		
3. Current Loans	9640	0.00	0.00	0.00		
4. Deferred Revenue	9650	0.00	0.00	0.00		
5. Long-Term Liabilities (for accrual basis only)	9660-9669	0.00	0.00	0.00		
6. TOTAL LIABILITIES		0.00	0.00	0.00		
I. FUND BALANCE						
Ending Fund Balance, June 30 (G9-H6) (must agree with Line F2)		713,236.41	0.00	713,236.41		

**CHARTER SCHOOL FIRST INTERIM
FINANCIAL REPORT -- ALTERNATIVE FORM
July 1, 2020 to June 30, 2021**

Charter School Name: Compass Charter School - Yolo
CDS #: 57-72702-02139436

	0.00	0.00	0.00
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**NOTE: IF YOUR CHARTER SCHOOL RECEIVED FEDERAL FUNDING, AS REPORTED IN SECTION A.2,
THE FOLLOWING ADDITIONAL INFORMATION MUST BE PROVIDED:**

- 1. Federal Revenues Used for Capital Outlay and Debt Service:**
Included in the Capital Outlay and Debt Service expenditures reported in sections B.6 and B.7 are the following amounts paid out of federal funds:

Federal Program Name (Indicate if NONE)		Capital Outlay	Debt Service	Total
a.	None	\$ 0.00	0.00	0.00
b.	None	0.00	0.00	0.00
c.	None	0.00	0.00	0.00
d.	None	0.00	0.00	0.00
e.	None	0.00	0.00	0.00
f.	None	0.00	0.00	0.00
g.	None	0.00	0.00	0.00
h.	None	0.00	0.00	0.00
i.	None	0.00	0.00	0.00
j.	None	0.00	0.00	0.00
TOTAL		0.00	0.00	0.00

- 2. Community Services Expenditures:**
Included in the expenditures reported in Section B are the following amounts expended for Community Services paid out of state and local funds:

Objects of Expenditures		Amount Enter "0.00" if none
a.	Certificated Personnel Salaries	\$ 0.00
b.	Non-certificated Personnel Salaries	0.00
c.	Employee Benefits	0.00
d.	Books and Supplies	0.00
e.	Services and Other Operating Expenditures	0.00
TOTAL COMMUNITY SERVICES EXPENDITURES		0.00

Board Policy #: 8

Adopted/Ratified: October 3, 2019

Revision Date: November 29, 2020

SECTION 8– FISCAL – GIFT ACCEPTANCE

The purpose of the Donation Acceptance Policy is to delineate policies and guidelines governing the acceptance of donations by Compass Charter Schools, and to provide guidance to prospective donors relating to potential donations to the organization.

Although we appreciate any donor who is interested in donating to our organization, Compass Charter Schools will not engage in any of the following donation acceptance practices:

- Accepting any donation that violates federal, state or municipal laws;
- Accepting donations that require Compass Charter Schools to provide special consideration or treatment to any individual, donor, entity, etc.;
- Accepting donations that require the Compass Charter Schools to deviate from its normal hiring, promotion or contracting procedures;
- Accepting personal gifts in any cash amount, including gift certificates, coupons, entertainment tickets or the like; and
- Accepting donations from organizations whose mission or core activities may be in direct conflict with the mission of Compass Charter Schools or which may limit its ability to perform its functions as a California nonprofit public benefit corporation creating managing, operating, guiding, directing and promoting one or more California public charter schools.

Additionally, restricted gifts – gifts that are for a specific purpose – may be accepted into the general fund of Compass if the expenditure of such a gift complies with the legal use of public funds. Compass may open a separate bank account and keep separate funds outside the general fund for monies that are donated for purposes outside the Compass budget. For instance, the Board, in partnership with the Parent Advisory Council, may open a separate bank account and keep funds separate that are donated specifically for college scholarships for graduating Compass seniors. Any such fund shall be the ultimate responsibility of the Board of Directors.

The Superintendent & CEO will consult with the Board of Directors regarding all donations prior to acceptance. With that said, Compass Charter Schools respectfully reserves the right to refuse any donation it believes is not in the best interest of the organization. Additionally, Compass Charter Schools employees may not accept any donations on behalf of Compass Charter Schools without the prior consent of the Superintendent & CEO and Board of Directors.

All donations must be accepted by the Board of Directors at a regularly scheduled Board meeting.



Business Membership Account Application

☐ New Member ☒ Existing Member

3145149805

Business Member Number

PRODUCT(S) SELECTION

☒ New Account ☒ Supercedes

☐ New Account ☐ Supercedes

☐ New Account ☐ Supercedes

☐ New Account ☐ Supercedes

Product Name

Account Number

Product Name

Account Number

Product Name

Account Number

Product Name

Account Number

BUSINESS CLASSIFICATION

☐ Sole Proprietor ☐ General Partnership ☐ Limited Partnership ☐ Ltd Liability Partnership ☒ Corporation ☐ Ltd Liability Company ☐ Unincorporated Assn OR Organization ☐ Other: _____

BUSINESS INFORMATION (Please Print)

Compass Charter Schools

Full Legal Business Name

NAICS

Membership Eligibility

TIN/EIN

Website

46-3643984

Entity Documentation

Type of Business

What is your target customer base?

850 Hampshire Road Suite P

Thousand Oaks

Physical Street Address

City

State

Zip

Mailing Address (if different from above)

City

State

Zip

818.732.4692

805.769.7241

lfishman@compasscharters.org

Primary Telephone

Business Telephone

Mobile Telephone

Email Address

TAX CERTIFICATION

Certification of taxpayer identification number: The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

Taxpayer Identification Number (TIN): Enter your TIN in the box provided. For individuals, this is your Social Security Number (SSN). For other entities, it is your Employer Identification Number (EIN).

45-3.643984

TIN/EIN

Under penalties of perjury, I certify that:

- the number shown on the face of this form is your correct Taxpayer Identification Number (or you are waiting for a number to be issued to you);
- that you are not subject to backup withholding, unless you have indicated so above because: (a) You are exempt from backup withholding, or (b) You have not been notified by the Internal Revenue Service, that you are subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the Internal Revenue Service has notified you that you are no longer subject to backup withholding;
- and for a sole proprietor using your SSN as your TIN, that you are a U.S. person (including a U.S. resident alien), unless you have provided us form W-8BEN Certification of Foreign Status of Beneficial Owner for United States Tax Withholding.

☐ I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Signature

Title

Date

BSA QUESTIONNAIRE

Does your business offer or expect to offer any of the following services to your customers?

- ☐ Payday Lender ☐ Gambling/Gaming ☐ Adult Entertainment ☐ Drug Paraphernalia Sales ☐ Check Cashing ☐ Money Transmissions (e.g., wires)
- ☐ Dealer of Jewels or Precious Stones ☐ Stored Valued Cards ☐ Check Sales (e.g., Money Orders) ☐ Currency Exchanges ☐ Other: _____ ☒ None

If you checked one of the boxes below, your account may or may not be opened on a provisional basis until further information is provided.

CALIFORNIA CREDIT UNION USE ONLY

Opened by:

Branch/Dept.

Page: of 4

Date Completed:



Business Membership Account Application

OWNER/AUTHORIZED SIGNER INFORMATION

Lisa Fishman		Firebird		0	
#1 Name (First, Middle, Last)		Mother's Maiden Name/Keyword		Ownership Percentage	
CADL				0	
Identification Type	Identification Number	Issue Date	Expiration Date	Date of Birth SSN	
				CA	
Physical Street Address			City	State	Zip
818.732.4692				lfishman@compasscharters.org	
Primary Telephone	Business Telephone	Other Telephone		Email Address	
CFO		Compass Charter Schools		Employer	
Occupation (if retired or unemployed, please list former occupation)		Employer	Income	Source of Income	
James J Lewis				0	
#2 Name (First, Middle, Last)		Mother's Maiden Name/Keyword		Ownership Percentage	
Identification Type	Identification Number	Issue Date	Expiration Date	Date of Birth SSN	
				CA	
Physical Street Address			City	State	Zip
8052075438				jlewis@compasscharters.org	
Primary Telephone	Business Telephone	Other Telephone		Email Address	
Superintendent & CEO		Compass Charter Schools		Employer	
Occupation (if retired or unemployed, please list former occupation)		Employer	Income	Source of Income	
#3 Name (First, Middle, Last)		Mother's Maiden Name/Keyword		Ownership Percentage	
Identification Type	Identification Number	Issue Date	Expiration Date	Date of Birth SSN	
Physical Street Address			City	State	Zip
Primary Telephone	Business Telephone	Other Telephone		Email Address	
Occupation (if retired or unemployed, please list former occupation)		Employer	Income	Source of Income	

ACCOUNT AGREEMENT/AUTHORIZATION

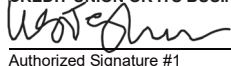
Your signature(s) below acknowledges receipt of the following, and that you have read, understand and agree to all of the terms and conditions in the: (i) California Credit Union Business Account Agreement and Disclosure; (ii) California Credit Union Funds Availability Policy; (iii) Schedule of Rates, Fees and Charges; (iv) Business Account Appendix A; (v) Other special Appendix or disclosures related to your account, if any.

You agree and authorize California Credit Union to: (a) Open your business deposit account(s) as specified on the reverse side; (b) Accept deposits and honor withdrawal requests on this account(s) by any of the authorized signers below; (c) Allow any authorized signer to perform transactions authorized under the terms of the Business Account Agreement and Disclosure (d) Have the continuing right to verify any of the foregoing information, including the right to inquire about the business and the individual credit ratings and condition; (e) obtain consumer and/or business reports, including inquiries to the IRS or Franchise Tax Board, for the above signers on an initial and ongoing basis; (f) Relay information regarding this business account(s) to credit reporting agencies, or to other legitimate parties who require account verification.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. Read the Taxpayer Identification and Backup Withholding portion of this application.

Important notice about procedures for opening an account: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. This means when you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

BY PROVIDING A WIRELESS TELEPHONE NUMBER (I.E., CELL PHONE), I/WE CONSENT TO RECEIVING CALLS, INCLUDING AUTODIALED AND PRERECORDED MESSAGES, FROM THE CREDIT UNION OR ITS BUSINESS PARTNERS.



Authorized Signature #1

Date

Authorized Signature #2

Date

Authorized Signature #3

Date

CALIFORNIA CREDIT UNION USE ONLY

Chex Systems Record	Signer 1:	<input type="checkbox"/> Accept-No Records	<input type="checkbox"/> Review/Decline-Records	<input type="checkbox"/> Not Required	Chex Systems Management Approval (If applicable):	
	Signer 2:	<input type="checkbox"/> Accept-No Records	<input type="checkbox"/> Review/Decline-Records	<input type="checkbox"/> Not Required	Opened by:	Branch/Dept.
	Signer 3:	<input type="checkbox"/> Accept-No Records	<input type="checkbox"/> Review/Decline-Records	<input type="checkbox"/> Not Required	Reviewed by:	
Membership Fee	<input type="checkbox"/> Paid	<input type="checkbox"/> Promotional	<input type="checkbox"/> Existing Member	Page: of 4	Date Completed:	



Business Account Application – Appendix A

3145149805

Business Member Number

BUSINESS INFORMATION

Compass Charter Schools

611110

Business Name

NAICS

CORPORATE RESOLUTION

Resolved: That the Board of Directors or other governing body of the business identified in this Application has authorized establishing an account with California Credit Union, to enter into all agreements set forth in the Business Account Agreement and Disclosure, and that the President and Secretary or other authorized officers who signed therein, are authorized to open this account. Each authorized signer is hereby authorized to withdraw from said account, to endorse and deliver checks/orders to the Credit Union for any purpose and for any amount which are executed by others and payable to this organization and initiate any transaction, inquiry, or service by the Credit Union. This Resolution will remain effective until a new one is furnished to the Credit Union by the board or other governing body.

I/We hereby certify that this resolution is true and in accordance with the resolution still in force and effective, as adopted by the Board of Directors or other governing body of the business identified in this Application at a meeting held on _____ and that the authorized Signers shown on this Application are authorized to establish this account.

Secretary of the Board or Other Governing Body

Name/Title

Date

REQUIRED DOCUMENTATION FOR A BUSINESS ACCOUNT

INSTRUCTIONS:

Sufficient legal documentation is required to open a Business Account

Sole Proprietorship

- Filed and Published Fictitious Name Statement*

Unincorporated Associations/Organizations

- By-laws
- Board Resolution or Minutes

General Partnership

- Partnership Agreement
- Filed and Published Fictitious Name Statement*

Limited Partnership

- Certificate of Limited Partnership
- Filed and Published Fictitious Name Statement*

Limited Liability Partnership

- Filed Certificate of Registration (LLP-1)
- Operating Agreement (if Certificate does not show current owners)
- Filed and Published Fictitious Name Statement*

Corporation

- Endorsed filed Articles of Incorporation
- Corporate Resolution or Corporate Minutes
- Filed and Published Fictitious Name Statement*

Limited Liability Company

- Articles of Organization (LLC-1)
- Operating Agreement*
- Filed and Published Fictitious Name Statement*

* Required only when the name on the account does not match the legal name of the ownership.

Note:

- Additional documentation will be required for out-of-state and nonconforming entities.
- All businesses and organizations located in San Diego, Riverside, and Orange Counties qualify for Credit Union membership.
- The minimum deposit to establish a checking account is \$200.

CHECKING QUESTIONNAIRE

Please answer all applicable areas with the anticipated transactions in each of the following categories.

Transaction	Amount per Month
<input type="checkbox"/> CASH TRANSACTIONS:	\$
<input checked="" type="checkbox"/> CHECKS:	\$ 5000
<input type="checkbox"/> MONETARY OFFICIAL INSTRUMENTS: (purchasing Cashier's Checks or Money Orders with cash)	\$
<input checked="" type="checkbox"/> ACH TRANSACTIONS:	\$ 5000
<input type="checkbox"/> ATM:	\$
<input type="checkbox"/> WIRES:	\$
International <input type="checkbox"/> No <input type="checkbox"/> Yes _____ % If yes, specify countries _____	

CALIFORNIA CREDIT UNION USE ONLY

Opened by:	Branch/Dept.	Page: of 4	Date Opened :
------------	--------------	------------	---------------



Employee Handbook 2020-2021

**850 Hampshire Road, Suite P
Thousand Oaks, CA 91361**

855.937.4227

<http://www.compasscharters.org>

ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

PLEASE READ THE EMPLOYEE HANDBOOK AND SUBMIT A SIGNED COPY OF THIS STATEMENT TO HUMAN RESOURCES.

EMPLOYEE NAME: _____

I ACKNOWLEDGE that I have received a copy of the Employee Handbook. I have read and understood the contents of the Handbook, and I agree to abide by its directions and procedures. I have been given the opportunity to ask any questions I might have about the policies in the Handbook. I understand that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Handbook.

I understand that the statements contained in the Handbook are guidelines for employees concerning some of the School's policies and benefits, and are not intended to create any contractual or other legal obligations or to alter the at-will nature of my employment with the School. In the event I do have an employment contract which expressly alters the at-will relationship, I agree to the foregoing except with reference to an at-will employment status.

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by the School.

I understand that other than the Superintendent & CEO of the School, no person has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the Superintendent & CEO has the authority to make any such agreement and then only in writing signed by the Superintendent & CEO.

Employee's Signature: _____ Date: _____

**Please sign/date, tear out, and return to Human Resources,
and retain this Handbook for your reference.**

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INTRODUCTION TO HANDBOOK

This Handbook is designed to help employees get acquainted with Compass Charter Schools (hereinafter referred to as “CCS” or the “School”). It explains some of our philosophies and beliefs, and describes some of our employment guidelines in general terms. Although this Handbook is not intended to be an exclusive or comprehensive policies and procedures manual, we hope that it will serve as a useful reference document for employees throughout their employment at the School. Employees should understand, however, that this Handbook is not intended to be a contract (express or implied), nor is it intended to otherwise create any legally enforceable obligations on the part of the School or its employees. In no way does the Handbook replace any official plan documents (e.g., health insurance, retirement plan, etc.) or insurance contracts, which will govern in all cases. This Handbook supersedes and replaces all previous personnel policies, practices, and guidelines.

Due to the fact that the School is a growing and changing organization, it reserves full discretion to add to, modify, or delete provisions of this Handbook, or the policies and procedures on which they may be based, at any time without advance notice. CCS also reserves the right to interpret any of the provisions set forth in this Handbook in any manner it deems appropriate.

No individual other than the Superintendent & CEO or Board of Directors has the authority to enter into any employment or other agreement that modifies School policy. Any such modification *must* be in writing.

This Handbook is the property of the School, and it is intended for personal use and reference by employees of the School. Circulation of this Handbook outside of the School requires the prior written approval of the Superintendent & CEO.

Employees must sign the acknowledgment form at the beginning of this Handbook, tear it out, and return it to Human Resources. This will provide the School with a record that each employee has received this Handbook.

CONDITIONS OF EMPLOYMENT

Equal Employment Opportunity Is Our Policy

CCS is an equal opportunity employer. It is the policy of the School to afford equal employment and advancement opportunity to all qualified individuals without regard to:

- Race (including traits historically associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists);
- Color;
- Gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned));
- Sex (including pregnancy, childbirth, breastfeeding, and medical conditions related to such);
- Religious creed (including religious dress and grooming practices);
- Marital/registered domestic partner status;
- Age (forty (40) and over);
- National origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law));
- Physical or mental disability (including HIV and AIDS);
- Medical condition (including cancer and genetic characteristics);
- Taking of a leave of absence pursuant to the Family Medical Leave Act ("FMLA"), Pregnancy Disability Leave ("PDL") law, Americans with Disabilities Act ("ADA"), California Family Rights Act ("CFRA"), the Fair Employment and Housing Act ("FEHA") , or laws related to domestic violence, sexual assault and stalking;;
- Genetic information;
- Sexual orientation;
- Military and veteran status; or
- Any other consideration made unlawful by federal, state, or local laws.

This policy extends to all job applicants and employees and to all aspects of the employment relationship, including the hiring of new employees and the training, transfer, promotion, discipline, termination, compensation and benefits of existing employees.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the School will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact a School representative with day-to-day personnel responsibilities and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job, or if unknown, what job duties the disability impairs. CCS will then conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform the job. CCS will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, the School will make the accommodation.

Employment At-Will

Except if stated expressly otherwise by employment contract, it is the policy of the School that all employees are considered “at-will” employees of the School. Accordingly, either the School or the employee can terminate this relationship at any time, for any reason, with or without cause, and with or without advance notice.

Nothing contained in this Handbook, employment applications, School memoranda or other materials provided to employees in connection with their employment shall require the School to have “cause” to terminate an employee or otherwise restrict the School’s right to release an employee from their at-will employment with the School. Statements of specific grounds for termination set forth in this Handbook or elsewhere are not all-inclusive and are not intended to restrict the School’s right to terminate at-will. No School representative, other than the Board of Directors or its designee, is authorized to modify this policy for any employee or to make any representations to employees or applicants concerning the terms or conditions of employment with the School that are not consistent with the School’s policy regarding “at-will” employment.

This policy shall not be modified by any statements contained in this Handbook or employee applications, School memoranda, or any other materials provided to employees in connection with their employment. Further, none of those documents whether singly or combined, or any employment practices, shall create an express or implied contract of employment for a definite period, nor an express or implied contract concerning any terms or conditions of employment.

Child Abuse and Neglect Reporting

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

CCS will provide annual training on the mandated reporting requirements, using the online training module provided by the State Department of Social Services, to employees who are mandated reporters. Mandated reporter training will also be provided to employees hired during the course of the school year. This training will include information that failure to report an incident of known or reasonably suspected child abuse or neglect, as required by Penal Code section 11166, is a misdemeanor punishable by up to six (6) months confinement in a county jail, or by a fine of one- thousand dollars (\$1,000), or by both that imprisonment and fine.

All employees required to receive mandated reporter training must provide proof of completing the training within the first six (6) weeks of each school year or within the first six (6) weeks of that employee’s employment.

By acknowledging receipt of this Handbook, employees acknowledge they are childcare custodians and are certifying that they have knowledge of California Penal Code section 11166 and will comply with its provisions.

Criminal Background Checks

As required by law, all individuals working or volunteering at the School will be required to submit to a criminal background investigation. No condition or activity will be permitted that may compromise the School's commitment to the safety and the well-being of scholars taking precedence over all other considerations. Conditions that preclude working at the School include conviction of a controlled substance or sex offense, or a serious or violent felony. Additionally, should an employee, during his/her employment with the School, be charged or convicted of any offense, the employee must immediately report the charge or conviction to the Chief of Staff.

Tuberculosis Testing

All employees of the School must submit written proof from a physician of a risk assessment examination for tuberculosis (TB) within the last sixty (60) days. If TB risk factors are identified, a physician must conduct an examination to determine whether the employee is free of infectious TB. The examination for TB consists of an approved TB test, which, if positive, will be followed by an x-ray of the lungs, or in the absence of skin testing, an x-ray of the lungs. All employees will be required to undergo TB risk assessments and, if risk factors are found, the examination at least once every four (4) years. Volunteers may be required to undergo a TB examination as necessary. The TB risk assessment and, if indicated, the examination is a condition of initial employment with the School and the cost of the exam will be borne by the applicant.

Food handlers may be required to have annual TB exams. Documentation of employee and volunteer compliance with TB risk assessments and examinations will be kept on file in the office. This requirement also includes contract food handlers, substitute teachers, and student teachers serving under the supervision of an educator. Any entity providing scholar services to the School will be contractually required to ensure that all contract workers have had TB testing that shows them to be free of active TB prior to conducting work with School scholars.

Immigration Compliance

CCS will comply with applicable immigration law, including the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990. As a condition of employment, every individual must provide satisfactory evidence of his or her identity and legal authority to work in the United States. However, CCS will not check the employment authorization status of current employees or applicants who were not offered positions with the School unless required to do so by law.

The School shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action (e.g., threatening to report the suspected citizenship or immigration status of an employee or a member of the employee's family) against any employee or applicant for employment because the employee or applicant exercised a right protected under applicable law. Further, the School shall not discriminate against any individual because he or she holds or presents a driver's license issued per Vehicle Code § 12801.9 to persons who have not established their federally-authorized presence in the United States. Finally, in compliance with the Immigrant Worker Protection Act, the School shall not allow a federal immigration enforcement agent to enter any nonpublic areas of the School without a judicial warrant, or voluntarily give consent to an agent to access, review or obtain employee records without a subpoena or judicial warrant.

Employment Qualifications

CCS's core academic teachers are required, as a condition of initial and continued employment, to hold a current California Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools would be required to hold.

It is the responsibility of each core academic teacher to ensure that credentials and permits are renewed in a timely manner and remain current. Upon renewal, the original document is to be submitted to Human Resources to be copied and filed in the employee's personnel file.

Professional Boundaries: Staff/Scholar Interaction Policy

CCS recognizes its responsibility to make and enforce all rules and regulations governing scholar and employee behavior to bring about the safest and most learning-conducive environment possible.

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

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 school leaders. One viable standard that can be quickly applied, when you are unsure if certain conduct is acceptable, is to ask yourself, "Would I be engaged in this conduct if my family or colleagues were standing next to me?"

For the purposes of this policy, the term "boundaries" is defined as acceptable professional behavior by staff members while interacting with a scholar. Trespassing the boundaries of a scholar/teacher relationship is deemed an abuse of power and a betrayal of public trust.

Some activities may seem innocent from a staff member's perspective, but can be perceived as flirtation or sexual insinuation from a scholar or parent point of view. The objective of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between staff and scholars, but to prevent relationships that could lead to, or may be perceived as, sexual misconduct.

Staff must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for disciplinary purposes. Thus, it is crucial that all employees learn this policy thoroughly and apply the lists of acceptable and unacceptable behaviors to their daily activities. Although sincere, competent interaction with scholars certainly fosters learning, scholar/staff interactions must have boundaries surrounding potential activities, locations and intentions.

Duty to Report Suspected Misconduct

When any employee reasonably suspects or believes that another staff member may have crossed the boundaries specified in this policy, he or she must immediately report the matter to a school administrator. All reports shall be as confidential as possible under the circumstances. It is the duty of the administrator to investigate and thoroughly report the situation. Employees must also report to the administration any awareness or concern of scholar behavior that crosses boundaries or where a scholar appears to be at risk for sexual abuse.

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.

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) Giving scholars a ride to/from school or school activities.
- (b) Being alone in a room with a scholar at school with the door closed.
- (c) 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) Remarks about the physical attributes or development of anyone.
- (b) Excessive attention toward a particular scholar.
- (c) Sending emails, 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) Emails, 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 the Chief of Staff 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.

Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation

CCS is committed to providing a work and educational atmosphere that is free of unlawful harassment, discrimination, and retaliation. CCS's policy prohibits unlawful harassment, discrimination, and retaliation based upon: race (including traits historically associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists); color; gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned); sex (including pregnancy, childbirth, breastfeeding, and related medical conditions); religious creed (including religious dress and grooming practices); marital/registered domestic partner status; age (forty (40) and over); national origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law); physical or mental disability (including HIV and AIDS); medical condition (including cancer and genetic characteristics); taking a leave of absence authorized by law; genetic information; sexual orientation; military and veteran status; or any other consideration made unlawful by federal, state, or local laws.

Employees, volunteers, unpaid interns, individuals in apprenticeship programs, and independent contractors shall not be harassed, or discriminated against or retaliated against, based upon the characteristics noted above.

CCS does not condone and will not tolerate unlawful harassment, discrimination, or retaliation on the part of any employee (including supervisors and managers) or third party (including independent contractors or other person with which the School does business). Supervisors and managers are to report any complaints of unlawful harassment to the Chief of Staff or designee.

When CCS receives allegations of unlawful harassment, discrimination, or retaliation, the Board (if a complaint is about the Superintendent & CEO) or the Chief of Staff or designee will conduct a fair, timely and thorough investigation that provides all parties an appropriate process and reaches reasonable conclusions based on the evidence collected. The investigation will be handled in as confidential a manner as possible, although complete confidentiality cannot be guaranteed. Complainants and witnesses shall not be subject to retaliation for making complaints in good faith or participating in an investigation. CCS is committed to remediating any instances where investigation findings demonstrate unlawful harassment, discrimination, or retaliation has occurred.

Prohibited Unlawful Harassment

- Verbal conduct such as epithets, derogatory jokes or comments or slurs;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement, or interfering with work because of sex, race or any other protected basis;
- Retaliation for reporting or threatening to report harassment; or

- Disparate treatment based on any of the protected classes above.

Prohibited Unlawful Sexual Harassment

CCS is committed to providing a workplace free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action, up to, and including dismissal, of the offending employee.

Sexual harassment consists of sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by sexual desire, when: (1) submission to the conduct is either made explicitly or implicitly a term or condition of an individual's employment; (2) an employment decision is based upon an individual's acceptance or rejection of that conduct; and/or (3) that conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

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

All supervisors of staff will receive two (2) hours of sexual harassment prevention training within six (6) months of hire or their assumption of a supervisory position and every two (2) years thereafter. All other employees will receive one (1) hour of sexual harassment prevention training within (6) months of hire and every two (2) years thereafter. Such training will address all legally required topics, including information about the negative effects that abusive conduct has on both the victim of the conduct and others in the workplace, as well as methods to prevent abusive conduct undertaken with malice a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct includes but is not limited to repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. Supervisors shall also be trained on how to appropriately respond when the supervisor becomes aware that an employee is the target of unlawful harassment. Other staff will receive sexual harassment prevention training as required by law.

Each employee has the responsibility to maintain a workplace free from any form of sexual harassment. Consequently, should any individual, in particular those with supervisory responsibilities, become aware of any conduct that may constitute sexual harassment or other prohibited behavior, immediate action should be taken to address such conduct. Any employee who believes they have been sexually harassed or has witnessed sexual harassment is encouraged to immediately report such harassment to the Chief of Staff. See **Appendix A** for the "Harassment/Discrimination/Retaliation Complaint Form." See **Appendix B** for the general "Internal Complaint Form."

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
 - Rape, sexual battery, molestation or attempts to commit these assaults and
 - Intentional physical conduct that is sexual in nature, such as touching, pinching,

patting, grabbing, brushing against another's body, or poking another's body.

- Unwanted sexual advances, propositions or other sexual comments, such as:
 - Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.
 - Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward or disparate treatment for rejecting sexual conduct.
 - Subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of the employee's sex.
- Sexual or discriminatory displays or publications anywhere at the workplace by employees, such as:
 - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing to work or possessing any such material to read, display or view at work;
 - Reading publicly or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic; and
 - Displaying signs or other materials purporting to segregate an employee by sex in an area of the workplace (other than restrooms or similar rooms).

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this policy. Moreover, please note that while in most situations a personal relationship is a private matter, these relationships are not appropriate in a professional setting, particularly where one of the parties has management or supervisory responsibilities. As such, consensual relationships in the workplace may violate CCS policy.

Code of Ethics

General

The following Code of Ethics applies to all members of the School Community including volunteers and members of all decision-making teams, as well as all staff of CCS (collectively referred to as "members").

Preamble

All members believe in the worth and dignity of human beings. All members recognize the supreme importance of the pursuit of truth, devotion to excellence, and the nurturing of democratic citizenship. All members regard as essential to these goals the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. All

members accept the responsibility to practice “education” according to the highest ethical standards.

Principle I: Commitment to the Scholar

All members must work to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals. In fulfilling these goals, all members should:

- Encourage the scholars to take independent action in the pursuit of learning and provide access to varying points of view, and entrepreneurial goals and vision.
- Prepare subjects carefully, incorporating entrepreneurial curriculum and 21st century life skills. Present them to the scholar without distortion, and, within the limits of time and curriculum, give all points of view a fair hearing.
- Protect the health and safety of scholars.
- Honor the integrity of scholars and influence them through constructive criticism rather than by ridicule and harassment.
- Provide for participation in educational programs without regard to race, color, creed, sex, gender, orientation, national origin or any other protected classification - both in what is taught and how it is taught.
- Neither solicit nor involve scholars or their parent in schemes for commercial gain thereby ensuring that professional relationships with scholars shall not be used for private advantage.
- Keep in confidence information that has been obtained in the course of professional service, including scholar/parent's address, phone number or any other contact information, unless disclosure serves professional purposes or is required by law.
- Will not post on the website or share with others scholar's photos unless photo school waiver is on file with the School.

Principle II: Commitment to the Public

All members believe that democratic citizenship in its highest form requires dedication to the principles of our democratic heritage. All members share with all other citizens the responsibility for the development of sound public policy and assume full political and citizenship responsibilities. All members of staff bear particular responsibility for the development of policy relating to the extension of educational opportunities for all, and for interpretation of educational programs and policies to the public. In fulfilling these goals, all members:

- Have an obligation to support education and CCS, and not to misrepresent them in public discussion. When being critical in public, all members have an obligation not to distort the facts. When speaking or writing about policies, all members must take adequate precautions to distinguish members' private views from the official position of the charter school.
- Do not interfere with a colleague's exercise of political and citizenship rights and responsibilities.
- Ensure that institutional privileges shall not be used for private gain. Do not exploit scholars, their parents, colleagues, or the school system itself for private advantage. Do not accept gifts or favors that might impair or appear to impair professional judgment nor offer any favor, service, or thing of value to obtain special advantage.

Principle III: Commitment to the Profession

All members will exert every effort to raise standards, to improve service, to promote a climate in which the exercise of sound personal and professional judgment is encouraged, and to achieve conditions, which attract person's worthy of trust to careers in education. In fulfilling these goals, all members will:

- Accord just and equitable treatment to all members in the exercise of their rights and responsibilities.
- Not use coercive means or promise special treatment in order to influence professional decisions of colleagues.
- Not misrepresent one's own professional qualifications.
- Not misrepresent the professional qualifications of their colleagues; discuss these qualifications fairly and accurately when discussion serves professional purposes.
- Apply for, accept, offer, and assign positions or responsibility on the basis of professional preparation and legal qualifications.
- Use honest and effective methods of administering educational responsibilities; conduct professional business through proper channels; use time granted for its intended purposes; not misrepresent conditions of employment; live up to the letter and spirit of contracts.

Whistleblower Policy

CCS requires its directors, officers, employees, and volunteers to observe high standards of ethics in the conduct of their duties and responsibilities within the School. As representatives of the School, such individuals must practice honesty and integrity in fulfilling all responsibilities and must comply with all applicable laws and regulations. The purpose of this policy is to create an ethical and open work environment, to ensure that the School has a governance and accountability structure that supports its mission, and to encourage and enable directors, officers, employees, and volunteers of the School to raise serious concerns about the occurrence of illegal or unethical actions within the School before turning to outside parties for resolution.

All directors, officers, employees, and volunteers of the School have a responsibility to report any action or suspected action taken within the School that is illegal, unethical or violates any adopted policy of the School, or local rule or regulation. Anyone reporting a violation must act in good faith, without malice to the School or any individual at the School and have reasonable grounds for believing that the information shared in the report indicates that a violation has occurred. A person who makes a report does not have to prove that a violation has occurred. However, any report which the reporter has made maliciously or any report which the reporter has good reason to believe is false will be viewed as a serious disciplinary offense. No one who in good faith reports a violation, or who, in good faith, cooperates in the investigation of a violation shall suffer harassment, retaliation, or adverse employment action. Further, no one who in good faith discloses, who may disclose, or who the School believes disclosed or may disclose, information regarding alleged violations to a person with authority over the employee or another employee who had responsibility for investigating, discovering or correcting the purported violation shall suffer harassment, retaliation, or adverse employment action.

Drug- and Alcohol-Free Workplace

CCS complies with applicable Federal and State law regarding drug use while on the job with

respect to all School employees. The School is concerned about the use of alcohol and drugs as it affects the workplace, the School community and the scholars which CCS serves. Use of these substances whether on or off the job can adversely affect an employee's work performance, efficiency, safety, and health, and therefore seriously impair the employee's value to the School and its scholars. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of other employees and scholars and exposes the School to the risks of property loss or damage or injury to other persons.

Furthermore, the use of prescription and/or over-the-counter drugs also may affect an employee's job performance and seriously impair the employee's value to CCS. Any employee who is using prescription or over-the-counter drugs that may impair the employee's ability to safely perform the job, or affect the safety or well-being of others, must notify a supervisor of such use immediately before starting or resuming work.

The following rules and standards of conduct apply to all employees either on CCS property or during the workday (including meal and rest periods). Behavior that violates this policy includes:

- Driving a School vehicle while under the influence of alcohol or drugs.
- Distribution, sale or purchase of any drug while on the job, or in the presence of scholars.
- Possession or use of alcohol or drugs while on the job, or in the presence of scholars.
- Being under the influence of alcohol or drugs while on the job.

Notwithstanding recent changes in California law and over-the-counter availability, marijuana (including all cannabis extracts such as CBD) remains an illegal Schedule I substance under federal law. As a result, and regardless of the drug or substance, employees who violate the aforementioned prohibitions will be subject to disciplinary action up to and including termination. CCS may also bring the matter to the attention of the appropriate law enforcement authorities.

In order to enforce this policy, CCS reserves the right to conduct searches of School property and to implement other measures necessary to deter and detect abuse of this policy. As such, employees do not have a reasonable expectation of privacy while on School property.

Confidential Information

All information relating to scholars, personal information, schools attended, addresses, contact numbers and progress information is confidential in nature, and may not be shared with or distributed to unauthorized parties, including other CCS parents unless permission is on file. All records concerning special education scholars shall be kept strictly confidential and maintained in a separate locked cabinet. Failure to maintain confidentiality may result in disciplinary action, up to and including release from at-will employment.

Conflict of Interest

All employees must avoid situations involving actual or potential conflict of interest. A conflict

of interest is a situation in which an employee's personal interests (or those of the employee's friends or family) are inconsistent with the interests of CCS, so that the employee's ability to act solely in the best interests of CCS is placed in doubt, giving recognition to the frailties of human conscience and the instinctive force of self-interest.

An employee involved in any relationships or situations, which may constitute a conflict of interest, should immediately and fully disclose the relevant circumstances to the Superintendent & CEO, for a determination about whether a potential or actual conflict exists. If an actual or potential conflict is determined, the School may take whatever corrective action appears appropriate according to the circumstances.

In the case of outside employment, all full-time and part-time employees may not work or consult for other entities involved in the field of education without authorization from the Superintendent & CEO. No outside employment may impede the staff member's ability to fulfill his/her job responsibilities. Outside employment may not take place during regular employee hours. Failure to disclose facts shall constitute grounds for disciplinary action that may involve action up to and including termination from CCS.

Nepotism Policy

CCS is committed to a policy of employment and advancement based on qualifications and performance. Due to potential for perceived or actual conflicts, such as favoritism or personal conflicts from outside the work environment, which can be carried into the daily working relationship, CCS will hire or consider other employment actions concerning relatives of persons currently employed only if: a) candidates for employment will not be working directly for or supervising a relative; b) the relative will not be working within the same Division and or reporting to the same Supervisor; and c) candidates for employment will not occupy a position in the same line of authority in which employees can initiate or participate in decisions involving a direct benefit to the relative. Such decisions include hiring, retention, transfer, promotion, wages and leave requests. This policy applies to all current employees and candidates for employment, unless prior approval has been granted by the Superintendent & CEO.

Definitions: "Family member" is defined as one of the following: relationships by blood—parent, child, grandparent, grandchild, brother, sister, uncle, aunt, nephew, niece and first cousin; and relationships by marriage—husband, wife (as defined by state law), stepparent, stepchild, brother-

in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, half-brother, half-sister, uncle, aunt, nephew, niece, spouse/partner of any of the above and cohabitating couples or significant others. The hiring supervisor is responsible for ensuring policy compliance. Department directors are responsible for monitoring changes in employee reporting relations after initial hire to ensure compliance with this policy. Employees are responsible for immediately reporting any changes to their supervisor. If any employee, after employment or change in employment, enters into one of the above relationships, one of the affected individuals must seek a transfer or a change in the reporting relationship. Such changes must be approved by the Superintendent & CEO. If a decision cannot be made by the affected employees within fourteen (14) days of reporting, reassignment will be made on direction of the department director and the Superintendent & CEO. No exception to this policy will be made without the written consent of the Superintendent & CEO.

Smoking

All School buildings and facilities are non-smoking facilities.

THE WORKPLACE

Employment Categories

The following are categories of employees that are used within this Handbook (herein “Employee Category”). More than one (1) Employee Category may apply to an employee.

Full-Time Employee

A full-time employee is an employee whose regular working hours are more than thirty-five (35) hours per week. Full-time employees are hired for an indefinite and unspecified duration of time. Full-time employees are eligible for all School employment benefits, as specified in the Employment Benefits provision of this Handbook.

Part-Time Employee

A part-time employee is an employee whose regular working hours are thirty-five (35) or fewer hours per week. Part-time employees are hired for an indefinite and unspecified duration of time. Part-time employees may be eligible for employment benefits (e.g. prorated), as specified in the Employment Benefits provision of this Handbook.

Temporary Employee

A temporary employee is an employee who is hired for a limited, but unspecified, period of time or for a specific project or set of projects. The introductory period is not applicable to temporary employees. Temporary employees are generally ineligible for School employment benefits, as specified in the Employment Benefits provision of this Handbook.

Exempt Employee

An exempt employee is an employee whose employment is not subject to the overtime and recordkeeping provisions of applicable law.

NonExempt Employee

A nonexempt employee is an employee whose employment is subject to the overtime and recordkeeping provisions of applicable law.

Salaried Nonexempt Employee

The designation of an employee as “salaried, nonexempt” means that the employer is paying the employee a consistent salary that meets applicable minimum wage requirements instead of paying an hourly rate based on actual hours worked. In addition, and most importantly, the designation means the School determined that the employee’s primary job duties fail to meet the requirements for an exemption under applicable law and is classifying the employee as nonexempt.

Inactive Employees

An inactive employee is an employee who is currently on a leave of absence. When an inactive employee returns to work, the employee becomes an active employee.

Work Schedule

Central Office

Hours of operation for the Central Office are 8:00 a.m. - 5:00 p.m., Monday through Friday, closed daily from 12:00 - 1:00 p.m. for lunch.

Nonexempt Employees

The regular workday schedule for nonexempt employees is eight (8) hours; the regular workweek schedule is forty (40) hours.

Exempt Employees: Twelve-month

Twelve-month exempt employees are expected to be available during business hours of 8:00 a.m. - 5:00 p.m. and to commit whatever additional time is necessary to satisfactorily complete all job requirements. The School reserves the right to alter schedules as it may require.

Exempt Employees: Eleven-month

All teachers/educational facilitators, coordinators, and counselors are exempt employees as defined by applicable law. Work schedules will be reflective of their current scholar roster and may require a flexible work schedule, including work on weekends, as well as before and after the regular work year or hours of the work day. Work schedules may need to be adjusted throughout the school year to accommodate changes and to best serve the needs of their scholars.

Meal and Rest Periods

CCS provides nonexempt employees with ten (10) minute paid rest periods as required by applicable law. Nonexempt employees receive one (1) rest period for each four (4) hour work period or a "major fraction" of a work period (i.e. greater than two [2] hours). However, any nonexempt employee who works less than three and one-half (3½) hours in a day is not eligible to take a rest period. The number of rest periods received is as follows:

- Nonexempt employees who work between three and one-half (3½) and six (6) hours are entitled to one (1), ten (10) minute rest period.
- Nonexempt employees who work more than six (6) and up to ten (10) hours are entitled to two (2), ten (10) minute rest periods. Nonexempt employees who work more than ten (10) and up to twelve (12) hours are entitled to three (3), ten (10) minute rest periods.

A rest period is paid time when employees are relieved of all work duties and responsibilities. Rest periods may not be combined, added to a meal period, or taken at the very beginning or very end of the day. Insofar as practicable, rest periods should be in the middle of each work period. Employees must self-police their rest periods and ensure that they take their rest periods every day.

CCS also requires its employees in nonexempt positions to take a mandatory unpaid,

uninterrupted meal period in accordance with California law, sixty (60) minutes per CCS policy. A meal period is an unpaid period when employees are relieved of all work duties and responsibilities, generally for the purpose of consuming a meal. During the meal period, employees may not perform any work-related activities. The meal period must be taken approximately in the middle of the workday but by no later than the end of the 5th hour of work. An employee may waive this meal period if the day's work will be completed in no more than six (6) hours, provided the employee and CCS mutually consent to the waiver in writing.

If a nonexempt employee is unable to take his/her meal or rest periods, or take them in a timely manner, the employee must notify his/her supervisor before or at the time the employee is unable to take the meal or rest period. Failure to follow this notification requirement may lead to discipline, at the School's discretion.

Lactation Accommodation

CCS accommodates lactating employees by providing a reasonable amount of break time to any employee who desires to express breast milk for an infant child. The break time shall, if possible, run concurrently with any break time already provided to the employee. Any break time provided to express breast milk that does not run concurrently with break time already provided to the non-exempt employee shall be unpaid.

CCS will make reasonable efforts to provide employees who need a lactation accommodation with the use of a room or other private location that is located close to the employee's work area. Such room/location shall not be a bathroom, and shall have electricity. Employees shall also be given access to a sink with running water and a refrigerator. Employees with private offices will be required to use their offices to express breast milk. Employees who desire lactation accommodations should contact their supervisor to request accommodations.

Attendance and Tardiness

All employees, whether exempt or nonexempt, are expected to arrive at work consistently and on time. Absenteeism and tardiness negatively affect the School's ability to implement its educational program and disrupts consistency in scholars' learning.

If it is necessary to be absent or late, employees are expected to notify their immediate supervisor as soon as possible but no later than one-half (1/2) hour before the start of the workday. If an employee is absent from work longer than one (1) day, he or she is expected to keep their immediate supervisor sufficiently informed of the situation. Time off requests must be entered using the Bamboo HR system.

As noted in the section of this Handbook concerning prohibited conduct, excessive or unexcused absences or tardiness may result in disciplinary action up to and including release from at-will employment with the School. Absence for more than three (3) consecutive days without notifying the Chief of Staff will be considered a voluntary resignation from employment.

Timecards/Records

By law, CCS is obligated to keep accurate records of the time worked by nonexempt employees. Such employees are required to utilize the School's timecard system.

Nonexempt employees must accurately clock in and out of their shifts using the Bamboo HR

system, as this is the only way the payroll department knows how many hours each employee has worked and how much each employee is owed. The timecard indicates when the employee arrived and when the employee departed. All nonexempt employees must clock in and out for arrival and departure, for all paid work time including lunch.

Nonexempt employees are solely responsible for ensuring accurate timekeeping in the Bamboo HR system and remembering to record time worked. If an employee misses a time punch, the employee must complete a Punch Correction Form be signed by the employee, their immediate supervisor, and submitted to the Chief Financial Officer at the end of each pay period.

Nonexempt employees are prohibited from performing off-the-clock work, including but not limited to checking emails before/after work hours, performing work in the morning before logging in, and running School errands after logging out.

No one may record hours worked on another's time sheet. Any employee who violates any aspect of this policy may be subject to disciplinary action, up to and including release from at-will employment with the School.

Adjunct Duties

All exempt employees will be assigned adjunct duties at the School's discretion. Satisfactory performance of these duties is a condition of continued employment.

Use of Email, Voicemail and Internet Access

CCS permits employees to use its electronic mail, voicemail systems and Internet access subject to the following:

- Minimal personal use as long as it does not interfere with timely job performance and is consistent with law and appropriate protocols during work hours.
- The email system and Internet access is not to be used in any way that may be disruptive, offensive to others, or harmful to morale. For example, sexually explicit images, ethnic slurs, racial epithets, or anything else that may be construed as harassment or disparagement of others based on their race, national origin, sex, sexual orientation, age, religious beliefs or political beliefs may not be displayed or transmitted.
- The Internet may not be accessed on any school device outside of the United States.
- Employees may not attempt to gain access to another employee's personal file of email or voicemail messages or voicemail messages without the latter's express permission.
- School staff will not enter an employee's personal email files or voicemail unless there is a business need to do so. CCS retains a copy of all passwords; passwords unknown to the School may not be used. System security features, including passwords and delete functions, do not neutralize the School's ability to access any message at any time. Employees must be aware that the possibility of such access always exists.
- Employees may not change any preset user names and/or passwords established by the CCS for access to School email, voicemail or software provided to the employee

by the School.

- Employees may not change or alter in any way the email signature for school email as determined by the School. No additional extraneous content may be added to the email signature unless requested by the Superintendent & CEO.
- Employees should not use personal devices or email accounts for School-related communications. Such communications should only take place using School-issued devices and via the employee's CCS email account.

Social Media Policy

Permissions

At CCS, we believe in open communication and encourage you to share your work and passion with family, friends, co-workers, and your professional networks around the world. Whether you do so by participating in a blog, wiki, any social media platform, or any other form of online publishing or discussion is up to you. In order to assist you in making responsible decisions in your use of social media, and to avoid any conflicts or misunderstandings, we have come up with a few guidelines to provide helpful and practical advice for you when operating on the Internet as an identifiable employee of CCS and its brands.

This policy applies to all full-time staff, part-time staff, and external contractors employed or providing services at CCS. Each and every employee and/or contractor should use the supplemental CCS Social Media Handbook provided by the Marketing Department for additional guidance in administering the policy.

Guidelines

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether or not associated or affiliated with CCS, as well as any other form of electronic communication. Before creating any online content, please consider the following main guidelines:

- All employees and contractors must familiarize themselves with the CCS Social Media Handbook prior to posting any content on our social media platforms.
- You are personally responsible for the content you publish on our blog, website, or any other form of user-generated media.
- If an item features the statement "For Internal Use Only," please do not forward to anyone outside of CCS or publish on any social media channel.
- Do not comment on work-related legal matters unless you are an official spokesperson, and have prior written authorization from the Superintendent & CEO.
- Please remember that the Internet never forgets, meaning everything you publish will be available for the world to see for a very long time and may come back to haunt you

at a later time. If you are about to publish something that makes you even the slightest bit uncomfortable, please contact the Marketing Department for guidance and approval.

Always remember to consider some of the risks and rewards that are involved with posting content to social media. Keep in mind that any of your conduct that adversely affects your job performance, the performance of co-workers or contractors, or otherwise adversely affects people who work on behalf of CCS or CCS' legitimate business interests, may result in disciplinary action up to and including termination.

Know and Follow the Rules

Carefully read these guidelines and the CCS Social Media Handbook and ensure your postings are consistent with these policies. Always make sure to respect your audience. Any and all inappropriate postings, including but not limited to discriminatory remarks, harassment, threats of violence, or similar inappropriate or unlawful conduct that would not be acceptable in the CCS workplace, will not be tolerated and may warrant disciplinary action, up to and including termination.

Be Respectful

Always be fair and courteous to fellow staff, scholars, and families of scholars, or people who work on behalf of or provide services to CCS. Also, keep in mind that you are more likely to resolve work related complaints by speaking directly with your co-workers or by utilizing our Open Door Policy than by posting complaints to a social media outlet. Using your public voice to harass or embarrass your co-workers, CCS, scholars, families, or any other CCS stakeholders is unacceptable and may subject you to disciplinary action, up to and including termination. Examples of such unacceptable conduct includes but is not limited to offensive posts meant to intentionally harm someone's reputation, or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by applicable law.

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered.

Please respect copyright laws. If the material is not yours, don't use it as it is that person's choice to share his or her material with the world, not yours. Before posting someone else's work, please check with the owner first and make sure you have the right to use or publish any data, images, videos, etc. When you make a reference to someone's work, where possible, link back to the source.

Respect Confidentiality and Professional Boundaries

Maintain the confidentiality of all of CCS' trade secrets, as well as private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how and technology. Do not post internal reports, policies, procedures or other internal business-related, personnel, or scholar information which is or may be confidential in nature.

Do not create a link from your blog, website or other social networking site to any CCS website without identifying yourself as a CCS staff member. Please remember that anything you

publish about CCS can potentially harm the School, including all internal media as well, like the intranet or any newsletters you send out. As soon as you act on the School's behalf by distributing information, you are responsible for upholding the School's image and fully complying with School policies. Please act responsibly when posting materials and if in doubt, contact the Marketing Department before you post or send said material.

Express only your personal opinions. Never represent yourself as a spokesperson for CCS. If CCS is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of CCS, fellow employees, scholars, parents, suppliers or people working on behalf of or providing services to CCS. If you publish a blog or post online related to the work you do or subjects associated with CCS, you must clearly state that you are not speaking on behalf of CCS. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of CCS."

Using Social Media at Work

You are prohibited from using your personal social media while on work time or on equipment we provide, unless it is work-related as authorized by your immediate supervisor or consistent with the CCS Employee Handbook. All work-related posts should be made through social media accounts established for the posting of work-related posts only, separate from your personal social media accounts. Do not use CCS email addresses to register on social networks, blogs or other online tools utilized for personal use. Do not use your work social media accounts to post non-work related material including but not limited to personal family information or photos.

Retaliation is Prohibited

CCS prohibits retaliation against any employee for reporting a possible violation of this policy or for cooperating in an investigation. Any employee who engages in retaliation of any sort will be subject to disciplinary action, up to and including termination.

Technology Policy

Purpose

CCS may, in its sole discretion, provide computers and laptop computers or other hand-held or similar computing devices, as well as mobile devices, to certain employees for the express purpose of enhancing the productivity and operational efficiency of School-based and administrative activities, functions and instruction. The purpose of this policy is to establish general guidelines for the issuance and utilization of all such devices by officials, management and personnel within the School.

Guidelines

1. All computers and devices shall be used for the sole and express purpose of conducting official business and maintaining the operations of the School. Use of all such computers and devices is subject to the School's Computing and Internet Acceptable Use Policy.
2. An employee may be issued a computer or device for the performance of specific job-

related duties and responsibilities and as determined by the Superintendent & CEO or his/her designee and has an “active” employment status; and Employee’s job-related duties and responsibilities require regular and systematic use of a computer or device; or Employee is required to perform the majority of his/her duties away from his/her primary work location.

3. Persons not directly employed by the School, including but not limited to volunteers, retired employees, employees hired on a per diem basis, consultants, or employees on extended leave or with an employment status of “inactive,” shall not be eligible for the issuance of any computer or device.
4. Although issued to an individual employee, all computers or devices are considered the property of the primary of CCS and shall be returned upon termination of employment with the School, or immediately upon request at any time by an official of the School.
5. Employees are expected to take all appropriate measures and precautions to prevent the loss, theft, damage and/or unauthorized use of services and shall include the following:
 - a. Keep all computers and devices in a locked and secured environment when not being used;
 - b. Do not leave the computer or device for prolonged periods of time in a vehicle, especially in extreme temperatures;
 - c. Keep food and drinks away from all computers and devices and work areas;
 - d. Do not leave the computer or device unattended at any time in an unsecured location; and
 - e. Keep the computer or device in sight at all times while in public places, such as public transportation, airports, restaurants, etc.
6. Should an employee’s computer or device be lost or stolen, the employee MUST: (i) immediately report the incident to his/her immediate supervisor and the Director of IT; (ii) obtain an official police report documenting the theft or loss; and (iii) provide a copy of the police report to the Director of IT. If the employee fails to adhere to these procedures, the employee will be held legally and financially responsible to the School for the replacement of such equipment.
7. For all warranty and non-warranty repairs and maintenance of all such computers and devices, the employee must contact the School IT Help Desk. All repairs and maintenance will and must be performed in accordance with the School’s current repair and maintenance policies and procedures issued by the Office of Information Technology. For damage that is not covered by the School’s warranty, the employee may be held responsible.
8. The School is under no legal, financial or other obligation to provide for a replacement computer or device to any employee whose computer or device is lost, stolen or damaged.

9. The School may add security and other tracking technology to any and all computers and devices issued by it and any and all such usage is subject to management review, monitoring and auditing by the School. Other audits may be performed on the usage and internal controls.
10. The IT Department will be responsible for issuance of all such computers and devices shall:
 - a. Maintain direct oversight of the inventory of equipment, service contracts, and internal controls for all computers and devices;
 - b. Fully enforce the specifications of this policy and other similar IT policies and procedures setting forth the parameters for the eligibility, approval, assignment, utilization, maintenance, and financial oversight of all such computers and devices under their direct control and supervision; and
 - c. Ensure compliance with regulatory policies and procedures as applicable.
11. Non-compliance with any policies or procedures regarding computers and devices issued by the School will result in appropriate disciplinary action and/or reimbursement of any and all costs to the School.
 - a. Employees are prohibited from changing any of the settings programmed into the computer or device itself, or the computer or device software, without prior approval from the Information Systems Specialist. This includes (without limitation) changing desktop settings, screensaver settings, clock settings, software settings, and the like. This also includes checking the "Remember Password" box to save a password in the computer, file server, and the like.
 - b. Employees are prohibited from downloading software of any kind without prior approval from the Information Systems Specialist. This includes desktop backgrounds, screensavers, anti-virus software, and the like.
 - c. Employees are advised not to save documents or files to any locations other than the CCS Google Drive. This includes saving to the desktop, local drives, USB drives, memory cards, CDs, DVDs, and the like. In the event your computer crashes, files not saved to the Google Drive cannot be recovered.
 - d. Employees are prohibited from accessing any school files from unsecured internet connections or internet connections outside the United States.

Employees acknowledge upon receipt of their computer or device, the computer or device is the property of CCS. Employee will agree to pay all costs associated with user-inflicted damage (as determined by manufacturer) to the computer or device, or its associated peripheral equipment, or its replacement costs should it be lost or stolen. The replacement cost for a laptop computer and/or mobile device will be determined by the fair market value replacement cost of comparable equipment to that which the employee was provided by the School.

CCS reserves the right to use and disclose any electronic, non-privileged

communication on its Computer and Communications Systems without the permission of or any prior notice to any user, including disclosure to law enforcement officials. Any person who discovers misuse of any of the Charter School's Computer and Communications Systems should immediately contact the Superintendent & CEO or his/her designee. Any user who violates any part of this policy will be subject to discipline, up to and including termination.

Computer and Device Care and Maintenance

- All computer stations are to be clean and well organized.
- All computers and devices must be maintained clean and damage free.
- There is to be no food or liquid on surfaces that share a computer or device.
- Care should be taken to prevent animal hair, dirt, fine substances and kids from damaging computers or devices.
- Mouse pads on stationary computers are to be used.
- Cleaning of equipment is to be conducted regularly.

Software License

Agreement Software is to be used according to the provisions of the license agreements. Unauthorized copies of software will not be made under any circumstances. Copying software other than for backup purposes is subject to administrative and/or disciplinary action, up to and including termination. Employees should be aware that civil and criminal penalties up to \$250,000.00 per work copied are possible. Any known misuse of software is to be reported to the Superintendent & CEO immediately.

Electronic Accounts

CCS also provides electronic accounts with where an Employee can access the School Internet connection, email addresses, software programs, and the like for authorized business purposes (herein "Electronic Accounts"). Electronic Accounts and all data stored on such are considered School property, even if the data is personal in nature. The School reserves the right to access, inspect, and monitor Electronic Accounts and any data stored on or transmitted through such, with or without notice. An Employee should not have any expectation of privacy or confidentiality in Electronic Accounts.

The School does not condone or endorse any material encountered on the Internet. An Employee accessing the Internet does so at the Employee's own risk and the School is not responsible for material encountered, viewed, or downloaded by the Employee from the Internet.

a. Usernames and Passwords

An Employee must take all necessary precautions to safeguard the integrity and confidentiality of usernames or passwords related to the Employee's Electronic Accounts, whether the Electronic Account is created by the School or by the Employee.

b. Email Signatures

Each Employee is required to use the School-owned email signature and email disclaimer assigned to the Employee when sending email messages from Employee's

School-owned email address. In addition, an Employee may not amend any verbiage, graphic formatting, or text formatting in the Employee's email signature or email disclaimer without approval of the Superintendent & CEO.

Mobile Devices

CCS distributes School-owned mobile devices to employees as needed. Each employee who receives a mobile device (i) must keep the mobile device battery charged at all times; and (ii) may not alter any settings on any mobile device as outlined above. Although employees use mobile devices for work-related matters, whether these devices belong to the employee or are issued by CCS, employees are prohibited from using such devices for work-related matters while driving due to safety reasons. Employees may use hands-free equipment to make or answer calls while driving without violating this policy. However, safety must always be the employee's first priority. If, because of weather, traffic conditions, or any other reason, an employee is unable to concentrate fully on the road, the employee must either end the conversation, or pull over and safely park their vehicle before resuming the call. Employees must also utilize the password protection feature on mobile devices in order to safeguard any confidential School data which may be stored on their mobile device.

Personal Business

CCS facilities for handling mail and telephone calls are designed to accommodate School business. All personal mail must be directed to your home address and limit personal telephone calls to an absolute minimum. Long distance toll calls may not be made from the School's telephone system or your school issued mobile phone. If you need to make a personal call it should be made on a personal calling card or mobile phone. The School's material, time or equipment may not be used for personal projects.

Personal Appointments: Whenever possible, personal appointments should be made for either first thing in the morning or late in the afternoon. Appointments should have minimal impact on office hours and availability.

Personal Purchases/Orders: Employees will not have any personal purchases, orders, invoices, bank statements or mail sent to the School. No one is permitted to use the School's name or address for personal purchases, orders, invoices or mail. "Personal" is defined as purchases, orders, invoices or mail that is non-educational and is not intended for classroom use. This excludes items purchased for use at the School.

Personal Appearance/Standards of Dress

As educators, our commitment to excellence should be reflected in our appearance. In general, a business casual style is appropriate for all employees. It is understood that different clothing may be appropriate under certain circumstances and for different work assignments. Differences may be necessary because of the type of activity done, special days, office area assignments and other circumstances.

However, clothing that reveals cleavage, back, chest, stomach, or underwear is not appropriate for a place of business. Overall attention to modesty, professionalism, cleanliness and safety will be expected and required. Appropriate attire will demonstrate a high regard for education and the teaching profession, and will present an image consistent with job responsibilities and CCS's values and expectations.

Employees who report to work in unacceptable attire may be requested to leave work and return in acceptable attire.

Academic Freedom

Teachers must be free to think and to express ideas, free to select and employ materials and methods of instruction within the School's curriculum framework, free from undue pressures of authority, and free to act within his/her professional group. Such freedom should be used judiciously and prudently to the end that it is in concert with established community standards and promotes the free exercise of intelligence and scholar learning. Academic freedom is not absolute. It must be exercised within the basic ethical responsibilities of the teaching profession.

Those responsibilities include:

- An understanding of our democratic traditions and methods.
- A concern for the welfare, growth, maturity and development of children.
- The use of accepted scholastic methods.
- Application of good taste and judgment in selecting and employing materials and methods of instruction.
- Teachers must follow the California State Standards.

Professional Development

CCS believes in the continuing education of our staff. Professional Development funds will be allocated in the budget by Division for the employees in that Division to use for either Professional Development, Conferences, Workshops, or Tuition Reimbursement. In order to qualify for these funds, the employee must:

- Commit to staying with CCS for at least one-year (1) post Professional Development training (where such commitment on the employee's end in no way alters/impairs the School's authority to release on an at-will basis). Employees who receive Professional Development funds and leave CCS either voluntarily or involuntarily will be required to reimburse CCS the full amount of Professional Development funds used. Repayment must be made immediately upon separation.
- All Professional Development Conferences or Workshops must directly relate to the Employee's current assignment. Employees will be expected to create a Professional Development presentation and or webinar from his/her conference/workshop within thirty (30) days of completion.

Employees may not leave early to attend courses, unless prior approval is granted by the Superintendent & CEO. Courses taken must directly relate to the employee's current position and the employee must be prepared to create projects on how his/her course work that will assist CCS in the future.

Media Contacts

Employees should not speak to the media on CCS' behalf without contacting the Marketing Department. All media inquiries should be directed to the Superintendent & CEO.

Health and Safety Policy

CCS is committed to providing and maintaining a healthy and safe work environment for all employees.

Employees are required to know and comply with the School's General Safety Rules and to follow safe and healthy work practices at all times. Employees are required to report immediately to the Chief Financial Officer any potential health or safety hazards, and all injuries or accidents.

In compliance with Proposition 65, the School will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

Security Protocols

CCS has developed guidelines to help maintain a secure workplace. Be aware of unknown persons loitering in parking areas, walkways, entrances and exits and service areas. Report any suspicious persons or activities to the Chief Financial Officer. Employee desk or office should be secured at the end of the day. When an employee is called away from his or her work area for an extended length of time, valuable or personal articles should not be left around a workstation that may be accessible. The security of facilities as well as the welfare of employees depends upon the alertness and sensitivity of every individual to potential security risks. Employees should immediately notify the Chief Financial Officer when keys are missing or if security access codes or passes have been breached.

Key Procedures: When an employee loses a school office key, the following guidelines will be followed:

- 1st Incident: Written Warning
- 2nd Incident: Employee will pay for lost keys and all costs for re-keying
- 3rd Incident: Violation of Code of Ethics and appropriate disciplinary action

Occupational Safety

CCS is committed to the safety of its employees, vendors, contractors and the public and to providing a clear safety goal for management.

The prevention of accidents is the responsibility of every School supervisor. It is also the duty of all employees to accept and promote the established safety regulations and procedures. Every effort will be made to provide adequate safety training. If an employee is ever in doubt how to perform a job or task safely, assistance should be requested. Unsafe conditions must be reported immediately.

It is the policy of the School that accident prevention shall be considered of primary importance in all phases of operation and administration. CCS's management is required to provide safe and healthy working conditions for all employees and to establish and require the use of safe practices at all times.

Failure to comply with or enforce School safety and health rules, practices and procedures could result in disciplinary action up to and including possible termination.

Accident/Incident Reporting

It is the duty of every employee to immediately or as soon as is practical report any accident or injury occurring during work or on School premises so that arrangements can be made for medical or first aid treatment, as well as for investigation and follow-up purposes.

Reporting Fires and Emergencies

It is the duty of every employee to know how to report fires and other emergencies quickly and accurately. Employees should report any such emergency by calling management. In addition, all employees should know the local emergency numbers such as 911.

EMPLOYEE WAGES AND HEALTH BENEFITS

Payroll Withholdings

As required by law, the School shall withhold Federal Income Tax, State Income Tax, Social Security for nonexempt employees, State Teachers' Retirement System (STRS) for Teachers/Administration, and State Disability Insurance from each employee's pay as follows:

1. Federal Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount.
2. State Income Tax Withholding: The same factors which apply to federal withholdings apply to state withholdings.
3. Nonexempt employees: The Federal Insurance Contribution Act (FICA) requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by the School, for purposes of funding Social Security and Medicare. Teachers do not contribute to Social Security because they are members of STRS.
4. State Disability Insurance (SDI): This state fund is used to provide benefits to those out of work because of illness or disability.
5. Exempt employees: Full-time administrators, teachers, and other employees performing creditable service as defined by applicable law are required to participate in STRS via payroll withholdings.

Overtime Pay

Whether an employee is exempt from or subject to overtime pay will be determined on a case-by-case basis and will be indicated in the employee's job description. Generally, teachers and administrators are exempt. Nonexempt employees may be required to work beyond the regularly scheduled workday or workweek as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime for nonexempt employees. CCS will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by the Chief Financial Officer. CCS provides compensation for all overtime hours worked by nonexempt employees in accordance with state and federal law as follows:

For employee's subject to overtime, all hours worked in excess of eight (8) hours in one workday or forty (40) hours in one workweek shall be treated as overtime. Compensation for hours in excess of forty (40) for the workweek or in excess of eight (8) and not more than twelve (12) for the workday, and for the first eight (8) hours on the seventh consecutive day in one workweek, shall be paid at a rate of one and one-half times the employee's regular rate of pay. Compensation for hours in excess of twelve (12) in one workday and an excess of eight (8) on the seventh consecutive workday of the workweek shall be paid at double the regular rate of pay.

Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to these exempt employees.

Paydays

All full and part-time employees of CCS are paid on the 10th and 25^h of each month. When either of these days falls on a weekend or Holiday, employees are paid on the first workday preceding the weekend or Holiday. Employees should report any errors in their paycheck to the Chief Financial Officer.

Wage Attachments and Garnishments

Under normal circumstances, the School will not assist creditors in the collection of personal debts from its employees. However, creditors may resort to certain legal procedures such as garnishments, levies or judgments that require the School, by law, to withhold part of an employee's earnings in their favor.

Employees are strongly encouraged to avoid such wage attachments and garnishments. If the School is presented with a second garnishment request concerning an employee, the Chief of Staff will discuss the situation with the employee.

Administrative Fees

CCS may charge employees up to \$1.50 per deduction as administrative costs associated with the enforcement of a garnishment order. This charge shall be deducted from the employee's wages, and not the deduction made for the garnishment order.

Expenses

Please note that any items (i.e. non consumable office supplies or any pre-approved books) that you have purchased and have been reimbursed become the property of CCS and must have CCS Property written on them.

The following items are purchased in bulk by the school and will not be reimbursed: ink cartridges; toner cartridges, books (unless with a prior approval); copy paper; office supplies; construction paper; transparency sheets and markers; wall clocks; facial tissue; paper towels; bandages.

Staff members are required to properly fill out a Purchase Request Form and to submit it along with an estimate of the purchase expense to their Supervisor prior to making any purchases.

Following the approved purchase, reimbursement information is entered into the Bamboo HR timesheet for exempt and nonexempt employees. The Additional Pay Expense feature allows employees to enter their previously approved expense reimbursements including all required backup such as the original receipts and /or Google Maps for mileage reimbursements (text only). Reimbursements must be entered into the Additional Pay Expense feature in Bamboo HR within seven (7) days of the purchase dates. The School will not honor reimbursement requests if submitted after the deadline. School related purchases should not be combined with any personal purchases. Separate receipts for the school purchases are required. Purchase Request Forms are available on Workplace and should be filled out electronically

Mileage Reimbursement

Mileage will only be reimbursed for official school business that has been approved in advance

by the supervisor. At times employees may be required to use their personal car for business purposes. Reimbursement for the operating expenses of the car will be calculated by multiplying the number of miles traveled by the currently approved Standard Mileage Rate published by the IRS. Other expenses must be substantiated by receipts. The costs of commuting (travel between home and the work site) will not be reimbursed. Any work-related travel in excess of fifty (50) miles each way will require a rental vehicle at the School's expense.

All CCS employees who use their cars for business purposes must have current and adequate automobile/liability insurance coverage. A copy of current car insurance must be provided to Human Resources. Employees must not transport volunteers or scholars in their personal vehicles. If transportation of this type is necessary, a rented vehicle must be used.

Mileage will be reimbursed for the round-trip distance between the employee's work site and the location of the business function being attended. If employees depart from or return to their home instead of their work site, only the miles in excess of the normal daily commute can be claimed as an expense. Mileage amounts must be verifiable through the use of commercially available websites (ex. Google Maps) using the "shortest route" option. Other expenses such as parking will be reimbursed at the actual costs. Original, itemized receipts must be provided. Only pre-approved mileage will be reimbursed. Staff members are required to properly fill out a Mileage Reimbursement Form and to enter the information along with the original receipts into the BambooHR Expense Management System within seven (7) days of the business trip. The School will not honor mileage reimbursement requests if submitted after the deadline.

Reimbursement Claim Process

All employees must comply with the Reimbursement Claim process for any material purchases or travel expenses. Prior to making a purchase, employees must complete the purchase request form, to include, reason for purchase, estimated cost and include amount not to exceed, and submit to supervisor no less than five (5) days prior to purchase. EMPLOYEES ARE PROHIBITED FROM MAKING A PURCHASE UNTIL THEY HAVE RECEIVED PRIOR APPROVAL.

After you have received approval and purchased items, complete the description section for items purchased, attach original receipt (copies shall not be accepted), sign and submit claim form to your supervisor for approval. If the supervisor approves, the form will be routed to the Finance Department for review and final processing. Reimbursements are made directly through payroll.

The School either incurs the actual cost of travel expenses for the cost of travel expenses, when (i) the School requests that the Employee travel to a conference; (ii) the expense is incurred within the scope of Employee's employment; and (iii) the expense was made on behalf of the Employee (and no other persons) unless approved in advance and in writing by the Superintendent & CEO. Each Employee must provide original receipts for travel expenses to the School's Finance Office within five (5) calendar days of the Employee's return from travel.

The School either incurs the cost for the actual cost of lodging and applicable taxes, but not the cost of gratuity or incidental items. Lodging is arranged by the School, at the School's discretion.

Meals and Incidental Expenses

Employees in travel status on School business are reimbursed up to the per diem rate for travel related meal expenses for their travel destination. Receipts are required for reimbursement of travel meals using per diem rates.

Meals - Conferences

The School does not reimburse meals included with a conference. If a conference includes meals, then the School reimburses only the meals where the traveler incurred an expense. If the meal provided is on the first or last day of travel the per diem should be reduced by the meal provided, then multiplied by 75%.

The School either incurs the cost or reimburses Employee for the actual cost of breakfast not to exceed \$16.00 per day; lunch not to exceed \$17.00 per day, and dinner not to exceed \$26.00 per day, and the actual cost of tax and gratuity for such. The School incurs the actual cost of these items, not to exceed \$59.00 per day, non-cumulative and non-compounding. The School does not reimburse the Employee for the purchase of any alcohol. Employee receipts for meals should not include food for anyone outside of CCS staff. Any purchase of alcohol must be on a separate receipt and is not eligible for reimbursement.

If an employee has agreed to attend a conference, the fee has been paid by the School, and the employee cannot attend he/she must: (1) advise his/her supervisor as soon as possible; and (2) assist in arranging for another employee to attend in his/her place. An employee who fails to attend conferences that have been paid for by the School shall lose his/her ability to attend such conferences and be responsible for reimbursing the School for the cost associated therewith. Exceptions will be made at the discretion of the Superintendent & CEO or his/her designee.

Payment for Meals

Tips should be no more than 20% of the bill. Any tips considered excessive will not be reimbursed. As a general rule, employees should not tip more than they would on a personal trip and tip only to the level of service received. Also, employees must check their receipt prior to adding a tip to avoid over-tipping. Expense invoices must include an itemized business meal receipt, which includes the total amount plus tip.

Incidentals

Employees may include the daily incidental amount of \$5.00 when determining the maximum M&IE rates. Gratuities for baggage carriers, porters, hotel staff (bellhops and house cleaners), as well as ATM fees, bank fees, and check cashing fees are included in the daily incidental amount. As applicable, receipts must be provided to obtain reimbursement.

Employees will be required to submit a written itemized summary of their incidentals on behalf of business for CCS, on a form provided by the school.

Health Care Insurance Coverage for Regular, Full-Time Employees

CCS offers certain insurance benefits that may include medical, dental, vision, and disability insurance benefits to its regular, full-time employees. Regular, full-time employees can access the summary descriptions of the School's benefit plans through the online benefit enrollment system, Ease. Available benefit plans may vary and may change from time to time. Affected

employees will be advised of any such changes as required by applicable law. All new employees will become eligible for medical benefits on the 1st of the month following thirty (30) days of employment. Part-time employees may be eligible for benefits per the School's policy and applicable law.

State Disability Insurance

Each employee contributes to the State of California to provide disability insurance mandated by state law. Contributions are made through payroll deduction. Disability insurance is payable when you cannot work because of illness or injury not caused by employment at the School or when you are entitled to temporary workers' compensation at a rate less than the daily disability benefit amount. Specific rules and regulations governing disability are available from the Chief of Staff.

Retirement, Life Insurance and Other School-Sponsored Benefits

CCS offers certain school-sponsored benefits that may include retirement and life insurance to its regular, full-time employees. Regular, full-time employees can access summary descriptions of the School's benefit plans through the online benefit enrollment system, Ease. Available benefit plans may vary and may change from time to time within the sole discretion of the School. Affected employees will be advised of any such changes as required by applicable law.

COBRA Benefits

When coverage under the School's medical and/or dental plans ends, employees or their dependents can continue coverage for eighteen (18) or thirty-six (36) months, depending upon the reason benefits ended. To continue coverage, an employee must pay the full cost of coverage – the employee contribution and the School's previous contribution plus a possible administrative charge.

Medical coverage for an employee, his/her spouse, and eligible dependent children can continue for up to eighteen (18) months if coverage ends because:

- Employment ends, voluntarily or involuntarily, for any reason other than gross misconduct; or
- Hours of employment are reduced below the amount required to be considered a full-time employee or part-time, making an employee ineligible for the plan.

This eighteen (18) month period may be extended an additional eleven (11) months in cases of disability subject to certain requirements. This eighteen (18) month period may also be extended an additional eighteen (18) months if other events (such as a divorce or death) occur subject to certain requirements.

An employee's spouse and eligible dependents can continue their health coverage for up to thirty- six (36) months if coverage ends because:

- The employee dies while covered by the plan;
- The employee and his/her spouse become divorced or legally separated;

- The employee becomes eligible for Medicare coverage, but his/her spouse has not yet reached age sixty-five (65); or
- The employee's dependent child reaches an age which makes him or her ineligible for coverage under the plan.

Rights similar to those described above may apply to retirees, spouses and dependents if the employer commences a bankruptcy proceeding and those individuals lose coverage.

CCS will notify employees or their dependents if coverage ends due to termination or a reduction in work hours. If an employee becomes eligible for Medicare, divorced or legally separated, dies, or when a dependent child no longer meets the eligibility requirements, the employee or a family member are responsible for notifying the School within thirty (30) days of the event. CCS will then notify the employee or his/her dependents of the employee's rights.

Health coverage continuation must be elected within sixty (60) days after receiving notice of the end of coverage, or within sixty (60) days after the event causing the loss, whichever is later.

There are certain circumstances under which coverage will end automatically. This happens if:

- Premiums for continued coverage are not paid within thirty (30) days of the due date;
- The employee (or his/her spouse or child) become covered under another group health plan which does not contain any exclusion or limitation with respect to any pre-existing condition the employee (or the employee's spouse or child, as applicable) may have;
- CCS stops providing group health benefits;
- The employee (or the employee's spouse or child) become entitled to Medicare; or
- The employee extended coverage for up to twenty-nine (29) months due to disability and there has been a final determination that the employee is no longer disabled.

PERSONNEL EVALUATION AND RECORD KEEPING

Employee Reviews and Evaluations

Employees will complete quarterly Performance Plans through BambooHR at which time they will meet and discuss with their supervisor to set SMART goals and schedule training. Performance Plans are intended to make employees aware of their progress, areas for improvement, and objectives or goals for future work performance. The School's evaluation system will in no way alter the employment at-will relationship.

Due dates for employee Performance Plan submission can be found on the School's master calendar.

Performance pay criteria percentages which will include all the above criteria will be used in consideration of annual compensation increases and retention.

Personnel Files and Record Keeping Protocols

At the time of employment, an electronic personnel file is established for each employee. It is each employee's responsibility to keep the Human Resources Department advised of changes that should be reflected in their personnel file. Such changes include: change in address, telephone number, marital status, number of dependents and person(s) to notify in case of emergency. Prompt notification of these changes is essential and will enable the School to contact an employee should the change affect their other records.

Employees have the right to inspect documents in their personnel file, as provided by law, in the presence of a School representative, at a mutually convenient time. Employees also have the right to obtain a copy of their personnel file as provided by law. Employees may add comments to any disputed item in the file. CCS will restrict disclosure of personnel files to authorized individuals within the School. A request for information contained in the personnel file must be directed to the Chief of Staff. Only the Chief of Staff or designee is authorized to release information about current or former employees. Disclosure of information to outside sources will be limited. However, the School will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations or as otherwise legally required. Copies of an employee's personnel file can be provided upon request. A fee of .25 cents per page will be charged to the employee. Requests for digital copies of an employee file will be provided at no cost.

Credible complaints of substantiated investigations into or discipline for egregious misconduct will not be expunged from an employee's personnel file unless the complaint is heard by an arbitrator, administrative law judge, or the Board and the complaint is deemed to be false, not credible, unsubstantiated or a determination was made that discipline was not warranted.

HOLIDAYS, VACATIONS AND LEAVES

Holidays

An employee who qualifies to receive pay for a holiday will receive one (1) day of pay at the employee's regular rate of pay. To qualify to receive pay for a holiday, an employee must meet of the following conditions:

1. Be a full-time and active employee on the date of the School holiday;
2. Work all hours that the employee is scheduled to work on the last regular working day before, and the first regular working day after the holiday, unless the employee is on an approved absence.

Regular full-time and salaried exempt employees will receive the following twenty-eight (28) paid holidays:

- Independence Day (twelve-month staff)
- Labor Day
- Yom Kippur
- Columbus/Indigenous People's Day
- Veteran's Day
- Thanksgiving Break
- Winter Break
- Martin Luther King Jr.'s Birthday
- President's Day
- Spring Break
- Memorial Day

When a holiday falls on a Saturday, the preceding Friday will be celebrated as the holiday; if it falls on a Sunday, the following Monday will be celebrated as the holiday. When Christmas falls on a Saturday, the Day before Christmas will be celebrated on Thursday. If Christmas falls on a Sunday or Monday, the day before Christmas will be celebrated on the preceding Friday.

Employee holidays, professional development, and school days are outlined in the School Calendar.

Vacation

While the School recognizes the importance of vacation time as a period of rest and rejuvenation away from the job, vacations must be scheduled with due consideration for "peak traffic periods" in the school.

For full-time twelve (12) month employee vacation will accrue as follows:

- One (1) to four (4) years of employment: Ten (10) days of paid vacation per year (3.33 hours per pay period)
- Five (5) years or more: Fifteen (15) days of paid vacation per year (5.0 hours per pay period)

No employee will receive pay in lieu of vacation during employment. Vacation does not accrue during an unpaid leave of absence or on disability salary continuation.

Employees cannot use paid vacation leave until the ninetieth (90th) calendar day following the employee's start date. Employees must request the use of vacation days through the Bamboo system at least two (2) weeks prior to scheduled use in one-hour increments. It is advised to wait to book travel until the immediate supervisor has granted the use of vacation time.

Vacation time may not be utilized before it is earned. An employee whose employment terminates will be paid for accrued unused vacation days. Vacation can accrue up to a maximum of one and a half times (1.5) their annual vacation accrual for full-time twelve (12) month employees. Once this cap is reached, no further vacation will accrue until some vacation is used. When some vacation is used, vacation compensation will begin to accrue again. There is no retroactive grant of vacation compensation for the period of time the accrued vacation compensation was at the cap.

Unpaid Leave of Absence

CCS recognizes that special situations may arise where an employee must leave his or her job temporarily. At its discretion, the School may grant employees leaves of absence. Any unpaid leave of absence must be approved in advance by the School.

The granting of a leave of absence always presumes the employee will return to active work by a designated date or within a specific period.

During a Family and Medical Leave Act, California Family Rights Act leave, and/or Pregnancy Disability Leave, the employee's medical and dental benefits will remain in force, provided the employee pays the appropriate premiums. Otherwise, benefits are terminated the month any other type of leave begins. If an employee fails to return from a leave and is subsequently terminated, the employee is entitled to all earned but unused vacation pay, provided that the vacation pay was earned prior to the commencement of leave. No vacation time is accrued during any type of unpaid leave of absence.

Sick Leave

CCS offers paid sick leave to its employees. Sick leave may be taken to receive preventive care (including annual physicals or flu shots) or to diagnose, treat, or care for an existing health condition. Employees may also use sick leave to assist a family member (i.e., children, parents, spouses/domestic partners/designated person, grandparents, grandchildren, or siblings), or any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, who must receive preventative care or a diagnosis, treatment, or care for an existing health condition. Employees may also take paid sick leave to receive medical care or other assistance to address instances of mental health, domestic violence, sexual assault, or stalking. Paid sick leave is also available for bone marrow or organ donation by an employee or their family member, to provide care for a guide, signal or service dog of an employee or their family member, or if CCS or an employee's child care provider's business is closed due to a public health emergency, an accident involving the employee's person or property or the person or property of an immediate family member, adoption of a child, the birth of child making it necessary for an employee who is the parent of the child to be absent from their position during work hours, personal legal matters, religious observances, and business matters that cannot be conducted outside of the workday

Paid sick leave is available to all CCS employees. All full-time employees shall accrue one day per month which will accrue at the rate of four (4) hours per pay period. Part-time employees will accrue sick leave on a pro-rated basis but will never receive less than twenty-four (24) hours of sick leave per year.

Employees cannot use paid sick leave until the ninetieth (90th) calendar day following the employee's start date. Sick leave must be taken by eligible employees in increments of one (1) hour. Unused, accrued sick leave carries over from year-to-year up to a cap of one hundred and twenty (120) hours for full-time employees, and eighty (80) hours for all other employees.

Employees absent longer than three (3) consecutive days due to illness may be required to submit medical evidence of illness to Human Resources. The School may also require medical evidence of an employee's fitness to return to work.

Once an employee has exhausted sick leave, the employee may continue on an unpaid medical leave depending upon the facts and circumstances of the employee's basis for leave beyond accrued sick leave. Employee requests for unpaid medical leave must be approved in advance by the School at least fifteen (15) days in advance.

Sick leave is not to be used as vacation leave. Unused sick leave is not paid out upon termination of employment.

Catastrophic Injury/Illness Leave

Catastrophic injury or illness is defined as a life-threatening injury or illness of an employee which totally incapacitates the employee from work, or of an employee's family member (e.g., spouse/partner, child, or parent), as verified by a licensed physician and which forces the employee to exhaust all leave time earned by that employee, resulting in the loss of compensation for the employee. Conditions that are short-term in nature (e.g., the flu, back pain, a broken limb, etc.) are not catastrophic. Acute chronic illnesses or injuries, such as cancer or major surgery, which result in intermittent absences from work, and which are long-term in nature and require long recuperation periods, may be considered catastrophic. The catastrophic leave program shall be implemented as follows:

1. Eleven (11) month employees may donate one (1) sick leave day per fiscal year and twelve (12) month employees may donate two (2) sick leave days per fiscal year to a sick leave bank for employees suffering a catastrophic illness/injury; however, each eleven (11) month employee must retain at least six (6) sick leave days, and each twelve (12) month employee must retain at least ten (10) sick leave days, for his/her own account. All transfers of sick leave are irrevocable.
2. Catastrophic leave requests must be submitted in writing to the School. Any employee requesting to receive donated sick leave under this program shall first exhaust all paid leave he/she has accrued.
3. The Superintendent & CEO shall determine whether or not to grant a request for catastrophic leave based on verification by a medical doctor as to the nature of the illness or injury, anticipated length of absence, and the prognosis for recovery. There is no right to receive catastrophic leave donations. The Superintendent & CEO may in his/her unreviewable discretion decline an employee's request for catastrophic leave

benefits for any reason.

4. All information provided by the employee requesting catastrophic leave shall be held in strict confidence by the School and shall be isolated from other employment records as required by applicable law.
5. The number of sick days that can be received by an employee from the catastrophic leave bank is limited to twenty (20) per fiscal year.
6. If an employee is also receiving any form of disability benefits, which is paid on a weekly basis, the total amount of catastrophic leave pay the employee may receive on a weekly basis, when added to the amount of disability benefits the employee is receiving, shall not exceed the employee's total weekly salary. Employees must disclose to the School whether they are receiving any such disability benefits.
7. Any reinstatement rights for employees utilizing catastrophic leave shall be in accordance with applicable law.
8. Participation in this program is voluntary. Recipient employees shall not offer anything of value to another employee in exchange for donating leave. Likewise, donating employees shall not receive anything of value from another employee in exchange for donating leave.

Family Care and Medical Leave

This policy explains how the School complies with the federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"), both of which require the School to permit each eligible employee to take up to twelve (12) workweeks (or twenty-six (26) workweeks where indicated) of FMLA/CFRA leave in any twelve (12) month period for the purposes enumerated below.

Employee Eligibility Criteria

To be eligible for FMLA/CFRA leave, the employee must have been employed by the School for a total of at least twelve (12) months, worked at least 1,250 hours during the twelve (12) month period immediately preceding commencement of the leave, and work at a location where the School has at least fifty (50) employees within seventy-five (75) miles, (except for purposes of CFRA where the School must only have at least five (5) employees).

- Events That May Entitle an Employee to FMLA/CFRA Leave

The twelve (12) week (or twenty-six (26) workweeks where indicated) FMLA/CFRA allowance includes any time taken (with or without pay) for any of the following reasons:

1. To care for the employee's newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude twelve (12) months after the birth, adoption, or placement. If both parents are employed by the School, they each will be entitled to a separate twelve (12) weeks of leave for this purpose, which cannot be loaned or otherwise assigned from one employee to the other.
2. Because of the employee's own serious health condition (including a serious health

condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of his or her job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by the School's separate pregnancy disability policy).

- a. A "serious health condition" is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or spouse of the employee that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.
 - b. "Inpatient care" means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an "inpatient" when a health care facility formally admits him/her to the facility with the expectation that he/she will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.
 - c. "Incapacity" means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.
 - d. "Continuing treatment" means ongoing medical treatment or supervision by a health care provider.
3. To care for a spouse, domestic partner, child, or parent with a serious health condition. A qualifying family member may also include a grandparent, grandchild, or sibling for CFRA purposes.
 4. When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces service member with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of additional FMLA leave in a single twelve (12) month period to provide said care. CFRA does not provide leave specific to caring for a service member.
 5. For any "qualifying exigency" because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces. For CFRA purposes, this may also include a domestic partner.

Amount of FMLA/CFRA Leave Which May Be Taken

1. FMLA/CFRA leave can be taken in one (1) or more periods, but may not exceed twelve (12) workweeks total for any purpose in any twelve (12) month period, as described below, for any one, or combination of the above-described situations. "Twelve workweeks" means the equivalent of twelve (12) of the employee's normally scheduled workweeks. For a full-time employee who works five (5) eight-hour days per week, "twelve workweeks" means sixty (60) working and/or paid eight (8) hour days.
2. In addition to the twelve (12) workweeks of FMLA/CFRA leave that may be taken, an

employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces service member shall also be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the service member.

3. The “twelve-month period” in which twelve (12) weeks of FMLA and CFRA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA/CFRA leave.
4. If a holiday falls within a week taken as FMLA/CFRA leave, the week is nevertheless counted as a week of FMLA/CFRA leave. If, however, the School’s business activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Vacation, the days the School’s activities have ceased do not count against the employee’s FMLA leave entitlement. Similarly, if an employee uses FMLA/CFRA leave in increments of less than one (1) week, the fact that a holiday may occur within a week in which an employee partially takes leave does not count against the employee’s leave entitlement unless the employee was otherwise scheduled and expected to work during the holiday.

Pay during FMLA/CFRA Leave

1. An employee on FMLA/CFRA leave because of his/her own serious health condition must use all accrued paid sick leave at the beginning of any otherwise unpaid FMLA/CFRA leave period. If an employee is receiving a partial wage replacement benefit during the FMLA/CFRA leave, the School and the employee may agree to have School-provided paid leave, such as vacation or sick time, supplement the partial wage replacement benefit unless otherwise prohibited by law.
2. An employee on FMLA/CFRA leave for baby-bonding or to care for a qualifying family member with a serious health condition may use any or all accrued sick leave at the beginning of any otherwise unpaid FMLA/CFRA leave.
3. If an employee has exhausted his/her sick leave, leave taken under FMLA/CFRA shall be unpaid leave.
4. The receipt of sick leave pay or State Disability Insurance benefits will not extend the length of the FMLA or CFRA leave. Sick pay accrues during any period of unpaid FMLA or CFRA leave only until the end of the month in which unpaid leave began.

Health Benefits

The provisions of the School’s various employee benefit plans govern continuing eligibility during FMLA/CFRA leave, and these provisions may change from time to time. The health benefits of employees on FMLA/CFRA leave will be paid by the School during the leave at the same level and under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period. When a request for FMLA/CFRA leave is granted, the School will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

If an employee is required to pay premiums for any part of his/her group health coverage, the School will provide the employee with advance written notice of the terms and conditions under

which premium payments must be made.

CCS may recover the health benefit costs paid on behalf of an employee during his/her FMLA/CFRA leave if:

1. The employee fails to return from leave after the period of leave to which the employee is entitled has expired. An employee is deemed to have “failed to return from leave” if he/she works less than thirty (30) days after returning from FMLA/CFRA leave; and
2. The employee’s failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to FMLA/CFRA leave, or other circumstances beyond the control of the employee.

Seniority

An employee on FMLA/CFRA leave remains an employee and the leave will not constitute a break in service. An employee who returns from FMLA/CFRA leave will return with the same seniority he/she had when the leave commenced.

Medical Certifications

1. An employee requesting FMLA/CFRA leave because of his/her own or a relative’s serious health condition must provide medical certification from the appropriate health care provider on a form supplied by the School. Absent extenuating circumstances, failure to provide the required certification in a timely manner (within fifteen (15) days of the School’s request for certification) may result in denial of the leave request until such certification is provided.
2. The School will notify the employee in writing if the certification is incomplete or insufficient, and will advise the employee what additional information is necessary in order to make the certification complete and sufficient. The School may contact the employee’s health care provider to authenticate a certification as needed.
3. If the School has reason to doubt the medical certification supporting a leave because of the employee’s own serious health condition, the School may request a second opinion by a health care provider of its choice (paid for by the School). If the second opinion differs from the first one, the School will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.
4. Recertifications are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required recertification can result in termination of the leave.

Procedures for Requesting and Scheduling FMLA/CFRA Leave

1. An employee should request FMLA/CFRA leave by completing a Request for Leave form and submitting it to the Chief of Staff. An employee asking for a Request for Leave form will be given a copy of the School’s then- current FMLA/CFRA leave policy.
2. Employees should provide not less than thirty (30) days’ notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her

spouse, domestic partner, child, or parent. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA/CFRA leave was an emergency or was otherwise unforeseeable.

3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
4. If FMLA/CFRA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's spouse, domestic partner, parent or child, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.
5. If FMLA/CFRA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the School will grant a request for FMLA/CFRA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.
6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.
7. The School will respond to an FMLA/CFRA leave request no later than five (5) business days of receiving the request. If an FMLA/CFRA leave request is granted, the School will notify the employee in writing that the leave will be counted against the employee's FMLA/CFRA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

Return to Work

1. Upon timely return at the expiration of the FMLA/CFRA leave period, an employee is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA/CFRA leave.
2. When a request for FMLA/CFRA leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).
3. Before an employee will be permitted to return from FMLA/CFRA leave taken because of his/her own serious health condition, the employee must obtain a certification from his/her health care provider that he/she is able to resume work.
4. If an employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

Employment during Leave

No employee, including employees on FMLA/CFRA leave, may accept employment with any other employer without the School's written permission. An employee who accepts such employment without the School's written permission will be deemed to have resigned from employment at the School.

Pregnancy Disability Leave

This policy explains how the School complies with the California Pregnancy Disability Act, which requires the School to give each female employee an unpaid leave of absence of up to four (4) months per pregnancy, as needed, for the period(s) of time a woman is actually disabled by pregnancy, childbirth, or related medical conditions.

Employee Eligibility Criteria

To be eligible for pregnancy disability leave, the employee must be disabled by pregnancy, childbirth, or a related medical condition and must provide appropriate medical certification concerning the disability.

Events That May Entitle an Employee to Pregnancy Disability Leave

The four (4)-month pregnancy disability leave allowance includes any time taken (with or without pay) for any of the following reasons:

1. The employee is unable to work at all or is unable to perform any one or more of the essential functions of her job without undue risk to herself, the successful completion of her pregnancy, or to other persons because of pregnancy or childbirth, or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness); or
2. The employee needs to take time off for prenatal care.

Duration of Pregnancy Disability Leave

Pregnancy disability leave may be taken in one or more periods, but not to exceed four months total. "Four months" means the number of days the employee would normally work within four months. For a full-time employee who works five (5) eight (8) hour days per week, four (4) months means 693 hours of leave (40 hours per week times 17 ¹/₃ weeks).

For employees who work more or less than forty (40) hours per week, or who work on variable work schedules, the number of working days that constitutes four (4) months is calculated on a pro rata or proportional basis. For example, for an employee who works twenty (20) hours per week, "four months" means 346.5 hours of leave entitlement (20 hours per week times 17 ¹/₃ weeks). For an employee who normally works forty-eight (48) hours per week, "four months" means 832 hours of leave entitlement (48 hours per week times 17 ¹/₃ weeks).

At the end or depletion of an employee's pregnancy disability leave, an employee who has a physical or mental disability (which may or may not be due to pregnancy, childbirth, or related medical conditions) may be entitled to reasonable accommodation. Entitlement to additional

leave must be determined on a case-by case basis, taking into account a number of considerations such as whether an extended leave is likely to be effective in allowing the employee to return to work at the end of the leave, with or without further reasonable accommodation, and whether or not additional leave would create an undue hardship for the School. The School is not required to provide an indefinite leave of absence as a reasonable accommodation.

Pay during Pregnancy Disability Leave

1. An employee on pregnancy disability leave must use all accrued paid sick leave and may use any or all accrued vacation time at the beginning of any otherwise unpaid leave period.
2. The receipt of vacation pay, sick leave pay, or state disability insurance benefits, will not extend the length of pregnancy disability leave.
3. Vacation and sick pay will continue to accrue during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began.

Health Benefits

CCS shall provide continued health insurance coverage while an employee is on pregnancy disability leave consistent with applicable law. The continuation of health benefits is for a maximum of four (4) months in a twelve (12)-month period. CCS can recover premiums that it already paid on behalf of an employee if both of the following conditions are met:

1. The employee fails to return from leave after the designated leave period expires.
2. The employee's failure to return from leave is for a reason other than the following:
 - The employee is taking leave under the California Family Rights Act.
 - There is a continuation, recurrence or onset of a health condition that entitles the employee to pregnancy disability leave.
 - There is a non-pregnancy related medical condition requiring further leave.
 - Any other circumstance beyond the control of the employee.

Seniority

An employee on pregnancy disability leave remains an employee of the School and a leave will not constitute a break in service. When an employee returns from pregnancy disability leave, she will return with the same seniority she had when the leave commenced.

Medical Certifications

1. An employee requesting a pregnancy disability leave must provide medical certification from her healthcare provider. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in a denial of the leave request until such certification is provided.

2. Recertifications are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required recertification can result in termination of the leave.

Requesting and Scheduling Pregnancy Disability Leave

1. An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to the Chief of Staff. An employee asking for a Request for Leave form will be referred to the School's then current pregnancy disability leave policy.
2. Employee should provide not less than thirty (30) days' notice or as soon as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.
3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
4. Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.
5. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.
6. The School will respond to a pregnancy disability leave request within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, the School will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

Return to Work

1. Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position at the time reinstatement is requested. If the employee is not reinstated to the same position; she must be reinstated to a comparable position unless one of the following is applicable:
 - a. The employer would not have offered a comparable position to the employee if she would have been continuously at work during the pregnancy disability leave.
 - b. There is no comparable position available, to which the employee is either qualified or entitled, on the employee's scheduled date of reinstatement or within sixty (60) calendar days thereafter. The School will take reasonable steps to provide notice to the employee if and when comparable positions become available during the sixty (60) day period.

A “comparable” position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee’s original position in terms of pay, benefits, and working conditions.

2. When a request for pregnancy disability leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).
3. In accordance with CCS policy, before an employee will be permitted to return from a pregnancy disability leave of three (3) days or more, the employee must obtain a certification from their healthcare provider that they are able to resume work.
4. If the employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

Employment during Leave

No employee, including employees on pregnancy disability leave, may accept employment with any other employer without the School’s written permission. An employee who accepts such employment without written permission will be deemed to have resigned from employment.

Industrial Injury Leave (Workers’ Compensation)

CCS, in accordance with State law, provides insurance coverage for employees in case of work-related injuries. The workers’ compensation benefits provided to injured employees may include:

- Medical care;
- Cash benefits, tax-free to replace lost wages; and
- Vocational rehabilitation to help qualified injured employees return to suitable employment.

To ensure employees receive any workers’ compensation benefits to which they may be entitled, employees will need to:

- Immediately report any work-related injury to the Chief Financial Officer;
- Seek medical treatment and follow-up care if required;
- Complete a written Employee’s Claim Form (DWC Form 1) and return it to the Chief of Staff; and
- Provide the School with a certification from a health care provider regarding the need for workers’ compensation disability leave as well as the employee’s eventual ability to return to work from the leave.

It is the School's policy that when there is a job-related injury, the first priority is to ensure that the injured employee receives appropriate medical attention. CCS, with the help of its insurance carrier has selected medical centers to meet this need. Each medical center was selected for its ability to meet anticipated needs with high quality medical service and a location that is convenient to the School's operation.

- If an employee is injured on the job, he/she is to go or be taken to the approved medical center for treatment. If injuries are such that they require the use of emergency medical systems ("EMS") such as an ambulance, the choice by the EMS personnel for the most appropriate medical center or hospital for treatment will be recognized as an approved center.
- All accidents and injuries must be reported to the Chief Financial Officer and to the individual responsible for reporting to the School's insurance carrier. Failure by an employee to report a work-related injury by the end of his/her shift could result in loss of insurance coverage for the employee. An employee may choose to be treated by his/her personal physician at his/her own expense, but he/she is still required to go to the School's approved medical center for evaluation. All job-related injuries must be reported to the appropriate State Workers' Compensation Bureau and the insurance carrier.
- When there is a job-related injury that results in lost time, the employee must have a medical release from the School's approved medical facility before returning to work.
- Any time there is a job-related injury, the School's policy requires drug/alcohol testing along with any medical treatment provided to the employee.

Military and Military Spousal Leave of Absence

CCS shall grant a military leave of absence to any employee who must be absent from work due to service in the uniformed services in accordance with the Uniformed Services Employment and Re- Employment Rights Act of 1994 ("USERRA"). All employees requesting military leave must provide advance written notice of the need for such leave, unless prevented from doing so by military necessity or if providing notice would be impossible or unreasonable.

If military leave is for thirty (30) or fewer days, the School shall continue the employee's health benefits. For service of more than thirty (30) days, employees shall be permitted to continue their health benefits at their option through COBRA. Employees are entitled to use accrued vacation or paid time off as wage replacement during time served, provided such vacation/paid time off accrued prior to the leave.

Except for employees serving in the National Guard, CCS will reinstate those employees returning from military leave to their same position or one of comparable seniority, status, and pay if they have a certificate of satisfactory completion of service and apply within ninety (90) days after release from active duty or within such extended period, if any, as required by law. For those employees serving in the National Guard, if he or she left a full-time position, the employee must apply for reemployment within forty (40) days of being released from active duty, and if he or she left part-time employment, the employee must apply for reemployment within five (5) days of being released from active duty.

An employee who was absent from work while fulfilling his or her covered service obligation under the USERRA or California law shall be credited, upon his or her return to the School, with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. Exceptions to this policy will occur wherever necessary to comply with applicable laws.

CCS shall grant up to ten (10) days of unpaid leave to employees who work more than twenty (20) hours per week and who are spouses of deployed military servicemen and servicewomen. The leave may be taken when the military spouse is on leave from deployment during a time of military conflict. To be eligible for leave, an employee must provide the School with (1) notice of intention to take military spousal leave within two (2) business days of receiving official notice that the employee's military spouse will be on leave from deployment, and (2) documentation certifying that the employee's military spouse will be on leave from deployment during the time that the employee requests leave.

Bereavement Leave

Each full-time employee will be provided with three (3) paid bereavement days for family members. Family members will be defined as members of the employee's or spouse's immediate family which means the parents, grandparents, spouse, significant other, child or grandchild, brother, sister, (step or foster) or any other living in the immediate household of the employee.

If an employee requires more than the three (3) days off for bereavement leave, the employee may use accrued sick and/or vacation days.

Jury Duty or Witness Leave

Jury and Witness leave is provided for any employee who is called to serve jury or witness duty in any court during regularly assigned working hours. Prior notification to and approval by the Human Resources Department is required. The School will pay an employee up to fifteen (15) of days paid per jury service term.

If an employee is asked to use the call-in jury system and he/she is not selected to appear the next morning, the employee must report to work. The employee must notify HR if he/she has been selected to serve on a jury and if possible to notify how long the trial may last in order to plan ahead.

As a reminder as of August 2004, in an effort to avoid duplicate payment of public funds, California Superior Court jurors employed by a government entity (including school districts) who receive their regular compensation during jury service may not be paid daily jury duty fees by the court (California Code of Civil Procedure, Section 215). Hence, when completing the juror affidavit questionnaire, it is your responsibility to check the "Government/Public Employee" box (rather than "Employed"). This alerts the court to withhold payment of jury fees (although you will still receive mileage reimbursement, unless you have elected to waive it).

Note: Employees summoned to United States District Court are entitled to jury fees. Therefore, in accordance with current employee agreements, an amount equal to the jury fees paid by the court will automatically be withheld from the employee's subsequent pay.

Employees must provide a copy of Jury Summons or Witness Subpoena when requesting Jury

Duty Leave and must submit employer paperwork received from the court at the completion of jury service. Employees must request time off for Jury Service using the BambooHR system.

Voting Time Off

If an employee does not have sufficient time outside of working hours to vote in an official state- sanctioned election, the employee may take off enough working time to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time and the time taken off shall be combined with the voting time available outside of working hours to a maximum of two (2) hours combined. Under these circumstances, an employee will be allowed a maximum of two (2) hours of time off during an election day without loss of pay. When possible, an employee requesting time off to vote shall give their immediate supervisor at least two (2) days' notice.

School Appearance and Activities Leave

As required by law, CCS will permit an employee who is a parent or guardian (including a stepparent, foster parent, or grandparent) of school children, from kindergarten through grade twelve (12), or a child enrolled with a licensed child care provider, up to forty (40) hours of unpaid time off per school year (up to eight (8) hours in any calendar month of the school year) to participate in activities of a child's school or child care. If more than one (1) parent or guardian is an employee of CCS, the employee that first provides the leave request will be given the requested time off. Where necessary, additional time off will also be permitted where the school requires the employee(s) appearance.

The employee requesting school leave must provide reasonable advance notice of the planned absence. The employee must use accrued but unused paid leave (e.g., vacation or sick leave) to be paid during the absence.

When requesting time off for school activities, the employee must provide verification of participation in an activity as soon as practicable. When requesting time off for a required appearance, the employee(s) must provide a copy of the notice from the child's school requesting the presence of the employee.

Bone Marrow and Organ Donor Leave

As required by law, eligible employees who require time off to donate bone marrow to another person may receive up to five (5) workdays off in a 12-month period. Eligible employees who require time off to donate an organ may receive up to sixty (60) workdays off in a twelve (12) month period.

To be eligible for bone marrow or organ donation leave ("Donor Leave"), the employee must have been employed by the School for at least ninety (90) days immediately preceding the Donor Leave.

An employee requesting Donor Leave must provide written verification to the School that he or she is a donor and that there is a medical necessity for the donation of the organ or bone marrow.

Up to five (5) days of leave for bone marrow donation, and up to thirty (30) days of leave for organ donation, may be paid provided the employee first uses five (5) days of accrued paid

leave for bone marrow donation and two (2) weeks of accrued paid leave for organ donation. If the employee has an insufficient number of paid leave days available, the leave will otherwise be paid.

Employees returning from Donor Leave will be reinstated to the position held before the leave began, or to a position with equivalent status, benefits, pay and other terms and conditions of employment. The School may refuse to reinstate an employee if the reason is unrelated to taking a Donor Leave. A Donor Leave is not permitted to be taken concurrently with an FMLA/CFRA Leave.

Victims of Abuse Leave

CCS provides reasonable and necessary unpaid leave and other reasonable accommodations to employees who are victims of domestic violence, sexual assault, or stalking. Such leave may be taken to attend legal proceedings or to obtain or attempt to obtain any relief necessary, including a restraining order, to ensure the employee's own health, safety or welfare, or that of the employee's child or children. Employees may also request unpaid leave for the following purposes:

- Seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- Obtain services from a domestic violence shelter, program, or rape crisis center.
- Obtain psychological counseling for the domestic violence, sexual assault, or stalking.
- Participate in safety planning, such as relocation, to protect against future domestic violence, sexual assault, or stalking.

To request leave under this policy, an employee should provide CCS with as much advance notice as practicable under the circumstances. If advance notice is not possible, the employee requesting leave under this policy should provide CCS one (1) of the following certifications upon returning back to work:

1. A police report indicating that the employee was a victim of domestic violence, sexual assault, or stalking.
2. A court order protecting the employee from the perpetrator or other evidence from the court or prosecuting attorney that the employee appeared in court.
3. Documentation from a licensed medical professional, domestic violence or sexual assault counselor, licensed health care provider, or counselor showing that the employee's absence was due to treatment for injuries or abuse from domestic violence, sexual assault, or stalking.

Employees requesting leave under this policy may choose to use accrued paid leave. In addition, CCS will provide reasonable accommodations to employees who are victims of domestic violence, sexual assault or stalking for the employees' safety while at work. To request an accommodation under this policy, an employee should contact Human Resources.

Returning from Leave of Absence

Employees cannot return from a medical leave of absence without first providing a sufficient doctor's return to work authorization.

When business considerations require, the job of an employee on leave may be filled by a

temporary or regular replacement. An employee should give the Chief of Staff thirty (30) days' notice before returning from leave. Whenever the School is notified of an employee's intent to return from a leave, the School will attempt to place the employee in his former position or in a comparable position with regard to salary and other terms and conditions for which the employee is qualified. However, re-employment cannot always be guaranteed. If employees need further information regarding Leaves of Absence, they should be sure to consult the Chief of Staff.

DISCIPLINE AND TERMINATION OF EMPLOYMENT

Rules of Conduct

The following conduct is prohibited and will not be tolerated by the School. This list of prohibited conduct is illustrative only and applies to all employees of the School; other types of conduct that threaten security, personal safety, employee welfare and the School's operations also may be prohibited. Further, the specification of this list of conduct in no way alters the at-will employment relationship as to at-will employees of the School. If an employee is working under a contract with the School which grants procedural rights prior to termination, the procedural terms in the contract shall apply.

1. Insubordination - refusing to perform a task or duty assigned or act in accordance with instructions provided by an employee's manager or proper authority.
2. Inefficiency - including deliberate restriction of output, carelessness or unnecessary wastes of time or material, neglect of job, duties or responsibilities.
3. Unauthorized soliciting, collecting of contributions, distribution of literature, written or printed matter is strictly prohibited on School property by non-employees and by employees. This rule does not cover periods of time when employees are off their jobs, such as lunch periods and break times. However, employees properly off their jobs are prohibited from such activity with other employees who are performing their work tasks.
4. Acceptance, from any source, of a reward, gift, or other form of remuneration in excess of \$100.00, in addition to regular compensation to all staff.
5. Damaging, defacing, unauthorized removal, destruction or theft of another employee's property or of School property.
6. Fighting or instigating a fight on School premises.
7. Violations of the drug and alcohol policy including using, possessing, dealing, distributing, or being under the influence of intoxicating beverages, non-prescribed drugs or any unlawful drugs while on duty or at a work location.
8. Actions which constitute an unwholesome influence on scholars or other staff members, such as harassment, which includes sexual harassment.
9. Using or possessing firearms, weapons or explosives of any kind on School premises.
10. Gambling on School premises.
11. Tampering with or falsifying any report or record including, but not limited to, personnel, absentee, sickness or production reports or records, specifically including applications for employment and timecards.
12. Electronically clocking for another employee or permitting or arranging for another employee to record your clock time.
13. Use of profane, abusive or threatening language in conversations with other employees and/or intimidating or interfering with other employees.
14. Conducting personal business during business hours and/or unauthorized use of telephone lines for personal calls.
15. Excessive absenteeism or tardiness excused or unexcused.
16. Posting any notices on School premises without prior written approval of management, unless posting is on a School bulletin board designated for employee postings.
17. Immoral or indecent conduct.
18. Conviction of a criminal act, especially a felony, or conviction of a misdemeanor involving moral turpitude.
19. Engaging in sabotage or espionage (industrial or otherwise)
20. Violation of the sexual harassment policy.
21. Violation of the School's policies regarding discrimination, harassment, or retaliation.

22. Failure to report a job-related accident to the employee's manager or failure to take or follow prescribed tests, procedures or treatment.
23. Sleeping during work hours.
24. Release of confidential information relating to staff, scholars or CCS without prior authorization from the Human Resources Department and/or the Superintendent & CEO.
25. Any other conduct detrimental to other employees or the School's interests or its efficient operations.
26. Any willful act of conduct undertaken in bad faith, either during or outside of duty hours, which is of such a nature that it causes discredit to the Charter School.
27. Violation of any federal, state or local laws affecting the School or the employee's employment or fitness for employment with the School.
28. Failure to comply with the School's safety protocols and procedures.
29. Refusal to speak to supervisors or other employees.
30. Dishonesty.
31. Failure to possess or maintain the credential/certificate required of the position.

For employees who possess an employment contract which provides for other than at-will employment, the procedures and process for termination during the contract shall be specified in the contract.

Off-Duty Conduct

While the School does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the School's legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect the School or its own integrity, reputation, or credibility. Illegal or immoral off-duty conduct by an employee that adversely affects the School's legitimate business interests or the employee's ability to perform his or her work will not be tolerated.

While employed by the School, employees are expected to devote their energies to their jobs with the School. For this reason, second jobs are strongly discouraged. The following types of additional employment elsewhere are strictly prohibited:

- Additional employment that conflicts with an employee's work schedule, duties, and responsibilities at our School.
- Additional employment that creates a conflict of interest or is incompatible with the employee's position with our School.
- Additional employment that impairs or has a detrimental effect on the employee's work performance with our School.
- Additional employment that requires the employee to conduct work or related activities on the School's property during the employer's working hours or using School facilities and/or equipment; and
- Additional employment that directly or indirectly competes with the business or the interests of our School.

Employees who wish to engage in additional employment that may create a real or apparent conflict of interest must submit a written request to the School explaining the details of the additional employment. If the additional employment is authorized, the School assumes no responsibility for it. CCS shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

Termination of Employment

Should it become necessary for an employee to terminate their at-will employment with the School, employees should notify the Chief of Staff regarding their intention as far in advance as possible. At least two (2) weeks' notice is expected whenever possible.

When an employee terminates their terminate their at-will employment, they will be entitled to all earned but unused vacation pay. If an employee is participating in the medical and/or dental plan, they will be provided information on their rights under COBRA.

INTERNAL COMPLAINT REVIEW

The purpose of the “Internal Complaint Review Policy” is to afford all employees of the School the opportunity to seek internal resolution of their work-related concerns. All employees have free access to the Chief of Staff or Board of Directors to express their work-related concerns.

Specific complaints of unlawful harassment, discrimination, and retaliation are addressed under the School’s “Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation.”

Internal Complaints

(Complaints by Employees Against Employees)

This section of the policy is for use when a School employee raises a complaint or concern about a coworker.

If reasonably possible, internal complaints should be resolved at the lowest possible level, including attempts to discuss/resolve concerns with the immediate supervisor. However, in the event an informal resolution may not be achieved or is not appropriate, the following steps will be followed by the Chief of Staff or designee:

1. The complainant will bring the matter to the attention of the Chief of Staff as soon as possible after attempts to resolve the complaint with the immediate supervisor have failed or if not appropriate.
2. The complainant will reduce his or her complaint to writing, indicating all known and relevant facts. The Chief of Staff or designee will then investigate the facts and provide a solution or explanation.
3. If the complaint is about the Chief of Staff, the complainant may file his or her complaint in writing to the Superintendent & CEO. The Superintendent & CEO or designee will then investigate the facts and provide a solution or explanation.
4. If the complaint is about the Superintendent & CEO, the complainant may file his or her complaint in writing to the Chair of the Board of Directors, who will then confer with the Board and may conduct a fact-finding or authorize a third party investigator on behalf of the Board. The Board Chair or investigator will report his or her findings to the Board for review and action, if necessary.

This policy cannot guarantee that every problem will be resolved to the employee’s satisfaction. However, the School values each employee’s ability to express concerns and the need for resolution without fear of adverse consequences to employment.

Policy for Complaints Against Employees

(Complaints by Third Parties Against Employees)

This section of the policy is for use when a non-employee raises a complaint or concern about a School employee.

If complaints cannot be resolved informally, complainants may file a written complaint with the Chief of Staff or Superintendent & CEO (if the complaint concerns the Chief of Staff) as soon as possible after the events that give rise to the complainant’s concerns. The written complaint

should set forth in detail the factual basis for the complaint.

In processing the complaint, Chief of Staff (or designee) shall abide by the following process:

1. The Chief of Staff or designee shall use his or her best efforts to talk with the parties identified in the complaint and to ascertain the facts relating to the complaint.
2. In the event that the Chief of Staff (or designee) finds that a complaint against an employee is valid, the Chief of Staff (or designee) may take appropriate disciplinary action against the employee. As appropriate, the Chief of Staff (or designee) may also simply counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.
3. The Chief of Staff's (or designee's) decision relating to the complaint shall be final unless it is appealed to the Superintendent & CEO. The decision of the Superintendent & CEO shall be final.

General Requirements

1. Confidentiality: All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.
2. Non-Retaliation: All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaints or participation in any complaint process.
3. Resolution: The Board (if a complaint is about the Superintendent & CEO) or the Chief of Staff or designee will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.

AMENDMENT TO EMPLOYEE HANDBOOK

This Employee Handbook contains the employment policies and practices of the School in effect at the time of publication.

CCS reserves the right to amend, delete or otherwise modify this Handbook at any time provided that such modifications are in writing and duly approved by the employer.

Any written changes to the Handbook will be distributed to all employees. No oral statements can in any way alter the provisions of this Handbook.

APPENDIX A

Harassment/Discrimination/Retaliation Complaint Form

It is the policy of the School that all of its employees be free from harassment, discrimination, and retaliation. This form is provided for you to report what you believe to be harassment, discrimination, or retaliation so that the School may investigate and take appropriate disciplinary or other action when the facts show that there has been harassment, discrimination, or retaliation.

If you are an employee of the School, you may file this form with the Chief of Staff or Superintendent & CEO.

Please review the School's policies concerning harassment, discrimination, and retaliation for a definition of such unlawful conduct and a description of the types of conduct that are considered unlawful.

CCS will undertake every effort to handle the investigation of your complaint in a confidential manner. In that regard, the School will disclose the contents of your complaint only to those persons having a need to know. For example, to conduct its investigation, the School will need to disclose portions of your factual allegations to potential witnesses, including anyone you have identified as having knowledge of the facts on which you are basing your complaint, as well as the alleged offender.

In signing this form below, you authorize the School to disclose to others the information you have provided herein, and information you may provide in the future. Please note that the more detailed information you provide, the more likely it is that the School will be able to address your complaint to your satisfaction.

Charges of harassment, discrimination, and retaliation are taken very seriously by the School both because of the harm caused by such unlawful conduct, and because of the potential sanctions that may be taken against the offender. It is therefore very important that you report the facts as accurately and completely as possible and that you cooperate fully with the person or persons designated to investigate your complaint.

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

Name of Person(s) you believe harassed, or discriminated or retaliated against, you or someone else:

List any witnesses that were present: _____

Where did the incident(s) occur?

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

I acknowledge that I have read and that I understand the above statements. I hereby authorize the School to disclose the information I have provided as it finds necessary in pursuing its investigation.

I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief.

Signature of Complainant: _____ Date: _____

Print Name: _____

To be completed by School:

Received by: _____ Date: _____

APPENDIX B

Internal Complaint Form

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

Name of Person(s) you have a complaint against:

List any witnesses that were present:

Where did the incident(s) occur?

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

I hereby authorize the School to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief. I further understand providing false information in this regard could result in disciplinary action up to and including termination.

Signature of Complainant: _____

Date: _____

Print Name: _____

To be completed by School:

Received by: _____ Date: _____



Certified Public Accountants serving
K-12 School Districts and Charter
Schools throughout California

November 20, 2020

To the Board of Directors of
Compass Charter Schools
Thousand Oaks, California

We have audited the financial statements of Compass Charter Schools for the year ended June 30, 2020, and we will issue our report thereon dated November 20, 2020. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards* and the Uniform Guidance, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated January 17, 2019. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Compass Charter Schools are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the 2019-20 fiscal year. We noted no transactions entered into by the Organization during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosure(s) affecting the financial statements was (were):

The disclosure on the related party transactions (Note 8) to the financial statements. The note discusses the relationship between the Organization and REALM Charter School as well as the transactions that occurred and the amount written off as bad debt expense.

The disclosure on multi-employer defined benefit plan participation in Note 9 to the financial statements. The estimated withdrawal liability is based on prior year data from actuarial studies on the retirement plans and is disclosed for information purposes only. As a nonprofit entity, there is no required recording of a net pension liability as other local educational entities (LEAs), such as school districts, would have to record under governmental accounting (GASB).

The disclosure on subsequent events in Note 11 to the financial statements. Uncertainty regarding the impact of the ongoing coronavirus pandemic on school operations.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

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Significant Audit Matters (continued)

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. The following material misstatements detected as a result of audit procedures were corrected by management:

Recording of State on-behalf contributions to the CalSTRS retirement plan. Because the entry is a non-cash transaction with no impact on ending net assets, the Organization does not typically record this entry and relies on the audit adjustment.

Reclassing of loan receivable from REALM Charter School and other associated uncollectible amounts as bad debt expense rather than loss on investment as mentioned in Note 8.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated November 20, 2020.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Organization's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Organization's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

With respect to the supplementary information accompanying the financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with U.S. generally accepted accounting principles, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

This information is intended solely for the use of the Board of Directors and management of Compass Charter Schools and is not intended to be, and should not be, used by anyone other than these specified parties.

Sincerely,

A handwritten signature in blue ink that reads "Christy White, Inc." The signature is fluid and cursive.

Christy White, Inc.
San Diego, California



AUDIT REPORT

**FOR THE YEAR ENDED
JUNE 30, 2020**

**A NONPROFIT PUBLIC BENEFIT CORPORATION
OPERATING THE FOLLOWING CALIFORNIA CHARTER SCHOOLS**

Compass Charter Schools of San Diego (Charter No. 1454)
Compass Charter Schools of Los Angeles (Charter No. 1651)
Compass Charter Schools of Yolo (Charter No. 2059)

COMPASS CHARTER SCHOOLS
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JUNE 30, 2020

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FINANCIAL SECTION



Certified Public Accountants serving
K-12 School Districts and Charter
Schools throughout California

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Compass Charter Schools
Thousand Oaks, California

Report on the Financial Statements

We have audited the accompanying financial statements of Compass Charter Schools (the "Organization") which comprise the statement of financial position as of June 30, 2020, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Compass Charter Schools as of June 30, 2020, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

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Other Matters*Supplementary Information*

Our audit was conducted for the purpose of forming an opinion on the financial statements of Compass Charter Schools taken as a whole. The supplementary information listed in the table of contents is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated November 20, 2020, on our consideration of the Organization's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control over financial reporting and compliance.



San Diego, California
November 20, 2020

COMPASS CHARTER SCHOOLS
STATEMENT OF FINANCIAL POSITION
JUNE 30, 2020

ASSETS

Current assets

Cash and cash equivalents	\$ 2,881,365
Investments	1,468,865
Accounts receivable, net	6,258,867
Prepaid expenses	18,395
Security deposit	5,000
Total Assets	\$ 10,632,492

LIABILITIES AND NET ASSETS

Liabilities

Accounts payable	\$ 1,677,120
Deferred revenue	15,000
Total liabilities	1,692,120

Net assets

Without donor restrictions	8,900,382
With donor restrictions	39,990
Total net assets	8,940,372
Total Liabilities and Net Assets	\$ 10,632,492

The notes to the financial statements are an integral part of this statement.

COMPASS CHARTER SCHOOLS
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2020

	Without Donor Restrictions	With Donor Restrictions	Total
SUPPORT AND REVENUES			
Federal and state support and revenues			
Local control funding formula, state aid	\$ 21,071,655	\$ -	\$ 21,071,655
Federal revenues	697,029	-	697,029
Other state revenues	2,772,379	21,210	2,793,589
Total federal and state support and revenues	24,541,063	21,210	24,562,273
Local support and revenues			
Payments in lieu of property taxes	3,844,336	-	3,844,336
Investment income, net	46,169	-	46,169
Other local revenues	35,908	-	35,908
Total local support and revenues	3,926,413	-	3,926,413
Donor restrictions satisfied	1,968	(1,968)	-
Total Support and Revenues	28,469,444	19,242	28,488,686
Expenses			
Program services	22,993,877	-	22,993,877
Management and general	2,288,064	-	2,288,064
Total Expenses	25,281,941	-	25,281,941
CHANGE IN NET ASSETS	3,187,503	19,242	3,206,745
Net Assets - Beginning	5,712,879	20,748	5,733,627
Net Assets - Ending	\$ 8,900,382	\$ 39,990	\$ 8,940,372

The notes to the financial statements are an integral part of this statement.

**COMPASS CHARTER SCHOOLS
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2020**

California Charter No.	Program Services			Total Program Services	Management and General	Total Expenses
	1454	1651	2059			
	Compass Charter Schools of San Diego	Compass Charter Schools of Los Angeles	Compass Charter Schools of Yolo			
EXPENSES						
Personnel expenses						
Certificated salaries	\$ 3,962,333	\$ 2,928,343	\$ 2,057,235	\$ 8,947,911	\$ 115,586	\$ 9,063,497
Non-certificated salaries	292,141	510,197	358,499	1,160,837	622,077	1,782,914
Employee benefits	1,535,415	1,240,354	689,070	3,464,839	152,821	3,617,660
Total personnel expenses	5,789,889	4,678,894	3,104,804	13,573,587	890,484	14,464,071
Non-personnel expenses						
Books and supplies	2,668,505	2,182,997	1,434,106	6,285,608	473,109	6,758,717
Services and other operating	1,167,112	990,933	597,784	2,755,829	207,429	2,963,258
Interest expense	578	446	304	1,328	100	1,428
Payments to authorizing agencies	101,232	224,812	51,481	377,525	28,416	405,941
Bad debt expense	-	-	-	-	688,526	688,526
Total non-personnel expenses	3,937,427	3,399,188	2,083,675	9,420,290	1,397,580	10,817,870
Total Expenses	\$ 9,727,316	\$ 8,078,082	\$ 5,188,479	\$ 22,993,877	\$ 2,288,064	\$ 25,281,941

The notes to the financial statements are an integral part of this statement.

**COMPASS CHARTER SCHOOLS
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2020**

CASH FLOWS FROM OPERATING ACTIVITIES

Change in net assets	\$ 3,206,745
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities	
Net realized/unrealized gain on investments	(19,374)
Write-off of bad debts	600,000
(Increase) decrease in operating assets	
Accounts receivable	(4,328,382)
Prepaid expenses	73,816
Increase (decrease) in operating liabilities	
Accounts payable	687,514
Deferred revenue	<u>(86,222)</u>
Net cash provided by (used in) operating activities	<u>134,097</u>

NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS 134,097

Net cash and cash equivalents - Beginning 2,747,268

Net cash and cash equivalents - Ending \$ 2,881,365

SUPPLEMENTAL DISCLOSURE

Cash paid on interest	<u>\$ 1,428</u>
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The notes to the financial statements are an integral part of this statement.

COMPASS CHARTER SCHOOLS
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2020

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

Compass Charter Schools (the “Organization”), was formed as a nonprofit public benefit corporation on October 28, 2011 under the name Academy of Arts & Sciences. In February 2017, the Organization changed its name to Compass Charter Schools. The main purpose of the Organization is to manage public charter schools. Compass Charter Schools’ mission is to inspire, and develop innovative, creative, self-directed learners, one scholar at a time. Funding sources primarily consist of state apportionments, in lieu of property tax revenues, and grants and donations from the public. During the fiscal year ended June 30, 2020, Compass Charter Schools operated three (3) California public charter schools. Information on each of the three charter schools is as follows:

Charter School	Charter No.	Classes Began	Authorizing Agency	County
Compass Charter Schools of San Diego	1454	8/27/2012	MEUSD	San Diego
Compass Charter Schools of Los Angeles	1651	7/1/2014	AADUSD	Los Angeles
Compass Charter Schools of Yolo	2059	7/1/2019	WJUSD	Yolo

The authorizing agencies noted above include: Acton-Agua Dulce Unified School District (AADUSD), Mountain Empire Unified School District (MEUSD), and Winters Joint Unified School District (WJUSD).

B. Basis of Accounting

The Organization’s policy is to prepare its financial statements on the accrual basis of accounting; consequently, revenues are recognized when earned rather than when cash is received and certain expenses and purchases of assets are recognized when the obligation is incurred rather than when cash is disbursed.

C. Financial Statement Presentation

The financial statements are presented in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 958 dated August 2016, and the provisions of the American Institute of Certified Public Accountants (AICPA) “Audit and Accounting Guide for Not-for-Profit Organizations” (the “Guide”). ASC 958-205 was effective July 1, 2018. Under the Guide, Compass Charter Schools is required to report information regarding its financial position and activities according to two classes of net assets: net assets without donor restrictions and net assets with donor restrictions.

Net assets without donor restrictions – These net assets generally result from revenues generated by receiving contributions that have no donor restrictions, providing services, and receiving interest from operating investments, less expenses incurred in providing program-related services, raising contributions, and performing administrative functions.

Net assets with donor restrictions – These assets result from gifts of cash and other assets that are received with donor stipulations that limit the use of the donated assets, either temporarily or permanently, until the donor restriction expires (that is until the stipulated time restriction ends or the purpose of the restriction is accomplished) the net assets are restricted. When a restriction expires, restricted net assets are reclassified to net assets without donor restrictions.

For operation of public charter schools, the Organization also accounts for its financial transactions in accordance with the policies and procedures of the Department of Education’s *California School Accounting Manual* presented in Procedure 810 Charter Schools. Fund accounting is only used to the extent that internal accounting for multiple charter school or other program operations is necessary and is not used for external financial statement presentation.

COMPASS CHARTER SCHOOLS
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2020

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (continued)

D. Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures, such as depreciation expense and the net book value of capital assets. Accordingly, actual results could differ from those estimates.

E. Functional Expenses

The costs of providing services have been summarized on a functional basis in the statement of activities and detailed in the statement of functional expenses. Certain costs and expenses have been allocated between program and supporting services based on management's estimates.

F. Contributions

Unconditional contributions are recognized when pledged and recorded as net assets without donor restrictions or net assets with donor restrictions, depending on the existence and/or nature of any donor-imposed restrictions. Conditional promises to give are recognized when the conditions on which they depend are substantially met. Gifts of cash and other assets are reported with donor restricted support if they are received with donor stipulations that limit the use of the donated assets.

When a restriction expires, that is, when a stipulated time restriction ends or a purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported on the statement of activities as "net assets released from restrictions." Donor-restricted contributions whose restrictions are met in the same reporting period are reported as net assets without donor restriction support. Contributions restricted for the acquisition of land, buildings, and equipment are reported as net assets without restriction upon acquisition of the assets and the assets are placed in service.

Non-cash contributions of goods, materials, and facilities are recorded at fair value at the date of contribution. Contributed services are recorded at fair value at the date of contribution if they are used to create or enhance a non-financial asset or require specialized skills, are provided by someone possessing those skills, and would have to be purchased by the organization if not donated.

G. In Lieu of Property Taxes Revenue

Secured property taxes attach as an enforceable lien on property as of March 1. Taxes are payable in two installments on December 10 and April 10. Unsecured property taxes are payable in one installment on or before August 31. The County bills and collects the taxes for the authorizing agency. In lieu of distributing funds out of property tax proceeds, the authorizing agency makes monthly payments to Compass Charter Schools. Revenues are recognized by the Organization when earned.

H. Cash and Investments

Compass Charter Schools considers all highly liquid deposits and investments with an original maturity of less than ninety days to be cash equivalents. The Organization's method of accounting for most investments is the fair value method. Fair value is determined by published quotes when they are readily available. Gains and losses resulting from adjustments to fair values are included in the accompanying statement of activities. Investment return is presented net of any investment fees.

COMPASS CHARTER SCHOOLS
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2020

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (continued)

I. Receivables and Allowances

Accounts receivable are stated at the amount management expects to collect from outstanding balances. An allowance for doubtful accounts is established, as necessary, based on past experience and other factors which, in management's judgment, deserve current recognition in estimating bad debts. Such factors include the relationship of the allowance for doubtful accounts to accounts receivable and current economic conditions. Based on review of these factors, the Organization establishes or adjusts the allowance for specific revenue sources as a whole. At June 30, 2020, an allowance for doubtful accounts was not considered necessary as all accounts receivable were deemed collectible.

J. Capital Assets

Compass Charter Schools has not yet adopted a policy to capitalize asset purchases in conformance with generally accepted accounting principles because the Organization does not own, nor does it plan to acquire, property or equipment of significant value.

K. Deferred Revenue

Deferred revenue arises when potential revenue does not meet the criteria for recognition in the current period and when resources are received by the organization prior to the incurrence of expenses. In subsequent periods, when both revenue recognition criteria are met, the liability for deferred revenue is removed from the statement of financial position and revenue is recognized.

L. Income Taxes

Compass Charter Schools is a 509(a)(1) publicly supported nonprofit organization that is exempt from income taxes under Section 501(a) and 501(c)(3) of the Internal Revenue Code and classified by the Internal Revenue Service as other than a private foundation. The Organization is exempt from state franchise or income tax under Section 23701(d) of the California Revenue and Taxation Code. As an organization operating schools, the Organization is not required to register with the California Attorney General as a charity.

The Organization's management believes all of its significant tax positions would be upheld under examination; therefore, no provision for income tax has been recorded. The Organization's information and/or tax returns are subject to examination by the regulatory authorities for up to four years from the date of filing.

M. Fair Value Measurements

The Fair Value Measurements Topic of the FASB *Accounting Standards Codification* establishes a fair value hierarchy that prioritizes inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are described below:

- | | |
|---------|--|
| Level 1 | Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets. |
| Level 2 | Inputs to the valuation methodology include quoted prices for similar assets and liabilities in active markets, and inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the financial instrument. |
| Level 3 | Inputs to the valuation methodology are unobservable and significant to the fair value measurement. |

A financial instrument's level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement.

COMPASS CHARTER SCHOOLS
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2020

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (continued)

N. New Accounting Pronouncements

Revenue Recognition

In May 2014, the International Accounting Standards Board (IASB) and FASB issued a joint accounting standard on revenue recognition to address a number of concerns regarding the complexity and lack of consistency surrounding the accounting for revenue transactions. Consistent with each board's policy, FASB and IASB issued new reporting standards on revenue recognition. FASB issued ASU No. 2014-09, *Revenue from Contracts with Customers (Topic 606)*. The guidance in FASB ASU No. 2014-09 provides a framework for revenue recognition and supersedes or amends several of the revenue recognition requirements in FASB ASC 605 *Revenue Recognition*. The guidance was originally effective for public entities for the fiscal year beginning after December 15, 2016. In August 2015, FASB issued ASU No. 2015-14, *Revenue from Contracts with Customers (Topic 606): Deferral of the Effective Date*, to allow entities additional time to implement systems, gather data, and resolve implementation questions. The effective dates for the new guidance are staggered. Public entities have already implemented the new guidance, and nonprofit entities were required to implement the new guidance for fiscal years beginning after December 15, 2018. In April 2020, FASB voted to delay implementation by one year as a result of COVID-19. The Organization will determine the impact on the financial statements once implemented.

Leases

In February 2016, FASB issued ASU 2016-02, *Leases (Topic 842)*. The objective of the ASU is to increase transparency and comparability in financial reporting by requiring balance sheet recognition of leases and note disclosure of certain information about lease arrangements. The new FASB ASU topic on leases consists of five subtopics: overall, lessee, lessor, sale and leaseback transactions, and leveraged lease arrangements. ASU No. 2016-02 is applicable to any entity that enters into a lease and was originally effective for public business entities for fiscal years beginning after December 15, 2018. In October 2019, FASB approved to delay effective dates for all public business entities, except for SEC filers, to fiscal years beginning after December 15, 2019. In April 2020, FASB voted to delay implementation by one year as a result of COVID-19. The Organization will determine the impact on the financial statements once implemented.

NOTE 2 – CASH AND CASH EQUIVALENTS

Cash and cash equivalents as of June 30, 2020, consist of the following:

Cash in county treasury	\$ 1,897,693
Cash in banks, non-interest bearing	733,648
Cash in banks, interest bearing	250,024
Total Cash and Cash Equivalents	\$ 2,881,365

Cash in Banks

Custodial Credit Risk

Custodial credit risk is the risk that in the event of a bank failure, an organization's deposits may not be returned to it. Compass Charter Schools does not have a policy for custodial credit risk for deposits. The FDIC insures up to \$250,000 per depositor per insured bank. As of June 30, 2020, \$929,549 of Compass Charter Schools' bank balance was exposed to custodial credit risk as there were deposits over \$250,000 at two separate banks.

COMPASS CHARTER SCHOOLS
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2020

NOTE 2 – CASH AND CASH EQUIVALENTS (continued)

Cash in County Treasury

Policies and Practices

Compass Charter Schools is a voluntary participant in an external investment pool for one of its charter schools. The fair value of the Organization's investment in the pool is reported in the financial statements at amounts based upon the Organization's pro-rata share of the fair value provided by the County Treasurer for the entire portfolio in relation to the amortized cost of that portfolio. The balance available for withdrawal is recorded on the amortized cost basis and is based on the accounting records maintained by the County Treasurer.

General Authorizations

Except for investments by trustees of debt proceeds, the authority to invest Organization funds deposited with the county treasury is delegated to the County Treasurer and Tax Collector. Additional information about the investment policy of the County Treasurer and Tax Collector may be obtained from its website. The table below identifies examples of the investment types permitted in the California Government Code:

Authorized Investment Type	Maximum Remaining Maturity	Maximum Percentage of Portfolio	Maximum Investment in One Issuer
Local Agency Bonds, Notes, Warrants	5 years	None	None
Registered State Bonds, Notes, Warrants	5 years	None	None
U.S. Treasury Obligations	5 years	None	None
U.S. Agency Securities	5 years	None	None
Banker's Acceptance	180 days	40%	30%
Commercial Paper	270 days	25%	10%
Negotiable Certificates of Deposit	5 years	30%	None
Repurchase Agreements	1 year	None	None
Reverse Repurchase Agreements	92 days	20% of base	None
Medium-Term Corporate Notes	5 years	30%	None
Mutual Funds	N/A	20%	10%
Money Market Mutual Funds	N/A	20%	10%
Mortgage Pass-Through Securities	5 years	20%	None
County Pooled Investment Funds	N/A	None	None
Local Agency Investment Fund (LAIF)	N/A	None	None
Joint Powers Authority Pools	N/A	None	None

Interest Rate Risk

Interest rate risk is the risk that changes in the market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of the investment, the greater the sensitivity of its fair value to changes in the market interest rates. The Organization has managed its exposure to interest rate risk by investing in the County Treasury.

The Organization's investments in the San Diego County Investment Pool, which combines the share of the portfolio for Compass Charter Schools of San Diego, has a combined fair value of \$1,924,140 and an amortized book value of \$1,897,693 as of June 30, 2020. The average weighted maturity for this pool is 556 days.

Fair Value Measurement

Investments in the San Diego County Treasury investment pools are not measured using the fair value input levels noted in Note 1M because the Organization's transactions are based on a stable net asset value per share. All contributions and redemptions are transactions at \$1.00 net asset value per share.

COMPASS CHARTER SCHOOLS
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2020

NOTE 3 – INVESTMENTS

The following table provides a description and sets forth, by level within the fair value hierarchy explained in Note 1M, the Organization's investments as of June 30, 2020:

		Quoted Market Price for Assets Level 1
Fixed income securities	\$ 1,216,803	\$ 1,216,803
Money market funds	252,062	-
Total Investments	\$ 1,468,865	\$ 1,216,803

The portion of investments held in money market funds noted above are carried at amortized cost. These types of investments do not qualify as securities as defined in FASB ASC 320, *Investments – Debt and Equity Securities*, thus the fair value disclosures required by ASC 820, *Fair Value Measurements and Disclosures*, are not provided.

NOTE 4 – ACCOUNTS RECEIVABLE

Accounts receivable as of June 30, 2020 consists of the following:

LCFF, state aid	\$ 3,928,455
Federal sources	306,536
Other state sources	919,603
In-lieu property taxes	1,068,894
Reimbursements	23,610
Other local sources	11,769
Total Accounts Receivable, net	\$ 6,258,867

NOTE 5 – ACCOUNTS PAYABLE

Accounts payable as of June 30, 2020 consists of the following:

Due to authorizing agency	\$ 270,312
Due to grantor governments	131,033
Deferred compensation (summer holdback)	342,375
Other payroll liabilities	441,555
Credit card liabilities	6,714
Vendor payables	485,131
Total Accounts Payable	\$ 1,677,120

COMPASS CHARTER SCHOOLS
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2020

NOTE 6 – NET ASSETS

Net Assets with Donor Restrictions

At June 30, 2020, net assets with donor restrictions consisted of \$39,990 in funding with State-imposed restrictions relating to the Low Performing Student Block Grant.

Net Assets without Donor Restrictions

At June 30, 2020, the Organization's net assets without donor restrictions consisted of \$8,900,382 lacking any donor-imposed restrictions.

NOTE 7 – LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

The following table reflects the Organization's financial assets as of June 30, 2020, reduced by amounts not available for general expenditure within one year. Financial assets are considered not available for general use when illiquid or not convertible to cash within one year, consist of assets held for others or are held aside by the governing board for specific contingency reserves. Any board designations could be drawn upon if the board approves that action.

Financial assets	
Cash and cash equivalents	\$ 2,881,365
Investments, at cost	1,468,614
Accounts receivable, current portion	6,258,867
Prepaid expenses	18,395
Total Financial Assets, excluding noncurrent	<u>\$ 10,627,241</u>
Contractual or donor-imposed restrictions	
Cash restricted by others for specific uses	<u>(39,990)</u>
Financial Assets available to meet cash needs for expenditures within one year	<u>\$ 10,587,251</u>

NOTE 8 – RELATED PARTY TRANSACTIONS

REALM Charter School

On December 10, 2018, the Organization entered into an Affiliation Agreement with REALM Charter Schools, a separate nonprofit organization, for the purposes of the supporting, benefiting and furthering the charitable and educational purposes of both parties. Subsequently, the Organization entered into an Agreement and Plan of Merger with REALM Charter Schools on February 5, 2019. On June 17, 2019, the Board of Directors for Compass Charter Schools agreed to terminate the agreements with REALM.

As of June 30, 2019, REALM held \$600,000 in loans due to the Organization as well as \$68,525 owed for certain operational costs paid by the Organization on behalf of REALM. As of June 30, 2020, REALM's main funding sources were no longer available due to its previous school closure and the Organization determined that repayment on the loan receivable and other covered costs was not likely. As a result, the Organization has written off the balance owed by REALM of \$668,525. This amount appears as a bad debt expense on the statement of functional expenses for the year ended June 30, 2020.

COMPASS CHARTER SCHOOLS
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2020

NOTE 8 – RELATED PARTY TRANSACTIONS (continued)

Authorizing Agency

The Organization's charter schools make payments to the authorizing agencies specified in Note 1A, to provide purchased services in addition to fees for oversight. In accordance with California Education Code 47613(a), the authorizing agency may charge actual costs of oversight not to exceed one percent of revenue from local control funding formula sources. Total oversight fees paid or payable to the authorizing agencies amounted to \$405,941 for the fiscal year ended June 30, 2020.

Interagency Activity

Receivables and payables due between the charter schools and other operating units are classified as due to/from related entities within the Statement of Financial Position by Charter. Cash in bank balances are maintained by the Organization as a whole and are noted as due from related entities within the Statement of Position by Charter. Interagency transactions and balances are eliminated in the financial statements of Compass Charter Schools to better reflect the true activities of the corporation.

NOTE 9 – EMPLOYEE RETIREMENT PLANS

Qualified employees are covered under multiple-employer defined benefit pension plans maintained by agencies of the State of California. In accordance with *California Education Code 47605*, charter schools have the option of participating in such plans if an election to participate is specified within the charter petition. The Charters have made such election. Certificated employees are members of the California State Teachers' Retirement System (CalSTRS). The Organization offers all employees social security as an alternative plan to those who may not qualify for CalSTRS.

California State Teachers' Retirement System (CalSTRS)

Plan Description

Compass Charter Schools contributes to the California State Teachers' Retirement System (CalSTRS), a cost-sharing multiple-employer public employee retirement system defined benefit pension plan administered by CalSTRS. The plan provides retirement, disability and survivor benefits to beneficiaries. Benefit provisions are established by state statutes, as legislatively amended, within the State Teachers' Retirement Law. CalSTRS issues a separate comprehensive annual financial report that includes financial statements and required supplementary information. Copies of the CalSTRS annual financial report may be obtained from CalSTRS, 7667 Folsom Boulevard; Sacramento, California 95826.

Funding Policy

Active plan members are required to contribute 10.25% or 10.205% of their 2019-20 salary depending on the employee's membership date in the plan. The required employer contribution rate for fiscal year 2019-20 was 17.10% of annual payroll. The contribution requirements of the plan members are established by state statute. Compass Charter Schools' contributions to CalSTRS for the past three years are as follows:

	Contribution	Percent of Required Contribution
2019-20	\$ 1,416,408	100%
2018-19	\$ 797,431	100%
2017-18	\$ 704,604	100%

COMPASS CHARTER SCHOOLS
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2020

NOTE 9 – EMPLOYEE RETIREMENT PLANS (continued)

California State Teachers' Retirement System (CalSTRS)

On-Behalf Payments

The State of California makes direct on-behalf payments for retirement benefits to CalSTRS on behalf of all school agencies in California. The amount of on-behalf payments made for Compass Charter Schools is estimated at \$624,615. The on-behalf payment amount is computed as the proportionate share of total 2018-19 State on-behalf contributions.

NOTE 10 – COMMITMENTS AND CONTINGENCIES

Governmental Funds

Compass Charter Schools has received state and federal funds for specific purposes that are subject to review and audit by the grantor agencies. The Organization has undergone certain reviews and has experienced certain expenditure disallowances under the terms of the grants, which have been recorded in the financial statements. Any future such audits could generate additional expenditure disallowances under funding terms; however, it is believed that any required reimbursements would not be material.

Multi-Employer Defined Benefit Plan Participation

Under current law on multi-employer defined benefit plans, the Organization's voluntary withdrawal from any underfunded multi-employer defined benefit plan would require the Organization to make payments to the plan, which would approximate the Organization's proportionate share of the multi-employer plan's unfunded vested liabilities. CalSTRS has estimated that the Organization's share of withdrawal liability is approximately \$8,207,680 as of June 30, 2019. The Organization does not currently intend to have its charter schools withdraw from CalSTRS. Refer to Note 9 for additional information on employee retirement plans.

Litigation

The Organization is involved in various litigation arising from the normal course of business. In the opinion of management and legal counsel, the disposition of all litigation pending is not expected to have a material adverse effect on the overall financial position of the Organization at June 30, 2020 or the likelihood of a favorable or unfavorable outcome is unable to be evaluated at this time.

Operating Lease

In July 2016, the Organization entered into a lease agreement to occupy approximately 4,623 square feet of commercial space located at 850 Hampshire Road, Suite P in Westlake Village, California. The facility is utilized by the Organization for general administrative office space. The lease agreement covers a term of five (5) years commencing July 1, 2016 and ending June 30, 2021. The agreement allows for an optional renewal for an additional five-year term upon six-months written notice. The lease allows for termination based on a mutual agreement between both parties; therefore, the agreement is deemed an operating lease. The base rent for the first year of the agreement was established as \$1.75 per square foot per month or \$8,090. The base rent is to increase by three percent each year on the anniversary date. Future payment obligations under this lease amount to \$109,268 for fiscal year ending June 30, 2021.

COMPASS CHARTER SCHOOLS
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2020

NOTE 11 – SUBSEQUENT EVENTS

Compass Charter Schools has evaluated subsequent events for the period from June 30, 2020 through November 20, 2020, the date the financial statements were available to be issued.

On August 14, 2020, Compass Charter Schools entered into a commercial lease agreement to occupy space at 902 South Broadway in Santa Ana, California. The facility shall be used for a learning center for the Organization's staff and scholars. The lease agreement covers a term beginning September 8, 2020 to June 3, 2021. Base rent payments of \$4,500 are due monthly except for June's rent of \$220.

As a result of the coronavirus (COVID-19) outbreak, economic uncertainties have arisen which have modified and delayed governmental funding as well as impacted how the Charter operates its programs and activities for the future reporting periods. At this time, management cannot predict the overall impact of the COVID-19 pandemic, but management continues to monitor the situation, to assess further possible implications to operations, and to take actions in an effort to mitigate adverse consequences.

Management did not identify any other transactions or events that require disclosure or that would have an impact on the financial statements.

SUPPLEMENTARY INFORMATION

COMPASS CHARTER SCHOOLS
STATEMENT OF FINANCIAL POSITION BY CHARTER
JUNE 30, 2020

California Charter No.	1454	1651	2059				
	Compass Charter Schools of San Diego	Compass Charter Schools of Los Angeles	Compass Charter Schools of Yolo	Charter Management Operations	Total	Interagency Eliminations	Organization Total
ASSETS							
Current assets							
Cash and cash equivalents	\$ 1,897,693	\$ -	\$ -	\$ 983,672	\$ 2,881,365	\$ -	\$ 2,881,365
Investments	-	-	-	1,468,865	1,468,865	-	1,468,865
Accounts receivable	3,246,787	1,980,146	1,008,324	23,610	6,258,867	-	6,258,867
Prepaid expenses	-	-	-	18,395	18,395	-	18,395
Interagency receivable	-	-	-	6,642,522	6,642,522	(6,642,522)	-
Other current assets	-	-	-	5,000	5,000	-	5,000
Total Assets	\$ 5,144,480	\$ 1,980,146	\$ 1,008,324	\$ 9,142,064	\$ 17,275,014	\$ (6,642,522)	\$ 10,632,492
LIABILITIES AND NET ASSETS							
Current liabilities							
Accounts payable	\$ -	\$ 244,628	\$ -	\$ 1,432,492	\$ 1,677,120	\$ -	\$ 1,677,120
Interagency payable	4,576,466	1,334,463	731,593	-	6,642,522	(6,642,522)	-
Deferred revenue	-	-	-	15,000	15,000	-	15,000
Total liabilities	4,576,466	1,579,091	731,593	1,447,492	8,334,642	(6,642,522)	1,692,120
Net assets							
Without donor restrictions	561,067	368,012	276,731	7,694,572	8,900,382	-	8,900,382
With donor restrictions	6,947	33,043	-	-	39,990	-	39,990
Total net assets	568,014	401,055	276,731	7,694,572	8,940,372	-	8,940,372
Total Liabilities and Net Assets	\$ 5,144,480	\$ 1,980,146	\$ 1,008,324	\$ 9,142,064	\$ 17,275,014	\$ (6,642,522)	\$ 10,632,492

See accompanying note to the supplementary information.

**COMPASS CHARTER SCHOOLS
STATEMENT OF ACTIVITIES BY CHARTER
FOR THE YEAR ENDED JUNE 30, 2020**

California Charter No.	1454	1651	2059			
	Compass Charter Schools of San Diego	Compass Charter Schools of Los Angeles	Compass Charter Schools of Yolo	Charter Management Operations	Interagency Eliminations	Total
NET ASSETS WITHOUT DONOR RESTRICTIONS						
SUPPORT AND REVENUES						
State support and revenues						
Local control funding formula, state aid	\$ 8,935,290	\$ 7,661,582	\$ 4,474,783	\$ -	\$ -	\$ 21,071,655
Federal revenues	310,348	386,681	-	-	-	697,029
Other state revenues	1,305,234	1,000,303	466,842	-	-	2,772,379
Total state support and revenues	10,550,872	9,048,566	4,941,625	-	-	24,541,063
Local support and revenues						
Payments in lieu of property taxes	2,424,982	359,514	1,059,840	-	-	3,844,336
Investment income, net	26,851	229	156	18,933	-	46,169
Other local revenues	15,529	12,013	8,366	-	-	35,908
Interagency transfers	-	-	-	3,271,891	(3,271,891)	-
Total local support and revenues	2,467,362	371,756	1,068,362	3,290,824	(3,271,891)	3,926,413
Donor restrictions satisfied	1,045	923	-	-	-	1,968
Total Support and Revenues	13,019,279	9,421,245	6,009,987	3,290,824	(3,271,891)	28,469,444
EXPENSES						
Program services	11,904,002	8,697,307	5,360,386	-	(2,967,818)	22,993,877
Management and general	840,335	610,040	372,870	768,892	(304,073)	2,288,064
Total Expenses	12,744,337	9,307,347	5,733,256	768,892	(3,271,891)	25,281,941
CHANGE IN NET ASSETS WITHOUT DONOR RESTRICTIONS	274,942	113,898	276,731	2,521,932	-	3,187,503
NET ASSETS WITH DONOR RESTRICTIONS						
State restricted revenues	4,040	17,170	-	-	-	21,210
Donor restrictions satisfied	(1,045)	(923)	-	-	-	(1,968)
CHANGE IN NET ASSETS WITH DONOR RESTRICTIONS	2,995	16,247	-	-	-	19,242
CHANGE IN NET ASSETS	277,937	130,145	276,731	2,521,932	-	3,206,745
Net Assets - Beginning	290,077	270,910	-	5,172,640	-	5,733,627
Net Assets - Ending	\$ 568,014	\$ 401,055	\$ 276,731	\$ 7,694,572	\$ -	\$ 8,940,372

See accompanying note to the supplementary information.

COMPASS CHARTER SCHOOLS CHARTER ORGANIZATIONAL STRUCTURE JUNE 30, 2020

Compass Charter Schools (the "Organization") was formed as a nonprofit public benefit corporation on October 28, 2011 under the name Academy of Arts & Sciences. In February 2017, the Organization changed its name to Compass Charter Schools. As of June 30, 2020, the Organization operated three (3) California public charter schools in three counties. The following is a list of all charter schools operated by the Organization during 2019-20:

Charter School	Charter No.	Classes Began	Authorizing Agency	County
Compass Charter Schools of San Diego	1454	8/27/2012	MEUSD	San Diego
Compass Charter Schools of Los Angeles	1651	7/1/2014	AADUSD	Los Angeles
Compass Charter Schools of Yolo	2059	7/1/2019	WJUSD	Yolo

*AADUSD – Acton-Agua Dulce Unified District
MEUSD – Mountain Empire Unified School District
WJUSD – Winters Joint Unified School District*

The Board of Directors of Compass Charter Schools oversees the operations for all charter schools of the Organization. As of June 30, 2020, the members of the board and administrators are as follows:

BOARD OF TRUSTEES		
Trustee	Office	Term Ending
John Vargas	Chair	June 2023
Bill Dennett	Treasurer	June 2021
Matthew Brown	Secretary	June 2020
Cori Brooks	Director	June 2021
Martin Suarez	Director	June 2021

ADMINISTRATION		
James (J.J.) Lewis <i>Superintendent & CEO</i>		
Lisa Fishman <i>Chief Financial Officer</i>	Aviva Ebner, Ph.D. <i>Asst. Sup. & Chief Academic Officer</i>	Sophia Trivino <i>Chief of Staff</i>

See accompanying note to the supplementary information.

**COMPASS CHARTER SCHOOLS
SCHEDULE OF AVERAGE DAILY ATTENDANCE
FOR THE YEAR ENDED JUNE 30, 2020**

No Classroom-Based Average Daily Attendance (ADA) was generated or reported during the fiscal year 2019-20 by any charter school operated by the Organization.

SECOND PERIOD REPORT: AVERAGE DAILY ATTENDANCE (ADA) - NON-CLASSROOM BASED

California Charter No.	1454	1651	2059
	Compass Charter Schools of San Diego	Compass Charter Schools of Los Angeles	Compass Charter Schools of Yolo
Certificate No.	9798DE23	8047BDD2	CAC03814
Grade Span			
Grades K - 3*	339.21	241.47	282.07
Grades 4 - 6	306.32	192.84	166.04
Grades 7 - 8	259.90	181.05	90.96
Grades 9 - 12	312.37	217.76	78.83
Total ADA - Non-Classroom Based	1,217.80	833.12	617.90

ANNUAL REPORT: AVERAGE DAILY ATTENDANCE (ADA) - NON-CLASSROOM BASED

California Charter No.	1454	1651	2059
	Compass Charter Schools of San Diego	Compass Charter Schools of Los Angeles	Compass Charter Schools of Yolo
Certificate No.	ADC5C0BF	E23797EA	FEFC3954
Grade Span			
Grades K - 3*	339.21	241.47	282.07
Grades 4 - 6	306.32	192.84	166.04
Grades 7 - 8	259.90	181.05	90.96
Grades 9 - 12	312.37	217.76	78.83
Total ADA - Non-Classroom Based	1,217.80	833.12	617.90

*Includes Transitional Kindergarten (TK)

**COMPASS CHARTER SCHOOLS
RECONCILIATION OF FINANCIAL REPORT – ALTERNATIVE FORM WITH AUDITED FINANCIAL
STATEMENTS
FOR THE YEAR ENDED JUNE 30, 2020**

There were no adjustments made to reconcile fund balance reported on the Financial Report - Alternative Forms (*Charter School Unaudited Actuals*) to net assets per the audited financial statements by charter school for the year ended June 30, 2020.

**COMPASS CHARTER SCHOOLS
NOTES TO THE SUPPLEMENTARY INFORMATION
JUNE 30, 2020**

NOTE 1 – PURPOSE OF SCHEDULES

A. Statements by Charter

Compass Charter Schools' statements of financial position, and activities by school provide information supporting the amounts incorporated in the Organization's financial statements, which include results from all schools operated by the corporation.

B. Charter Organizational Structure

This schedule provides information about the charter schools' authorizing agencies, grades served, members of the governing body, and members of the administration.

C. Schedule of Average Daily Attendance (ADA)

Average daily attendance (ADA) is a measurement of the number of pupils attending classes of the charter school. The purpose of attendance accounting from a fiscal standpoint is to provide the basis on which apportionments of state funds are made to charter schools. This schedule provides information regarding the attendance of students at various grade levels and in different programs.

D. Reconciliation of Financial Report - Alternative Form with Audited Financial Statements

This schedule provides the information necessary to reconcile fund balance reported on the Financial Report – Alternative Form (Charter School Unaudited Actuals) to net assets on the audited financial statements by charter.

OTHER INDEPENDENT AUDITORS' REPORTS



Certified Public Accountants serving
K-12 School Districts and Charter
Schools throughout California

REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Independent Auditors' Report

To the Board of Directors of
Compass Charter Schools
Thousand Oaks, California

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of Compass Charter Schools (the "Organization") as of and for the year ended June 30, 2020, and the related notes to the financial statements, which collectively comprise the Organization's basic financial statements and have issued our report thereon dated November 20, 2020.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Organization's internal control over financial reporting ("internal control") as a basis for designing auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Organization's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

348 Olive Street
San Diego, CA
92103

O: 619-270-8222
F: 619-260-9085
christywhite.com

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in blue ink that reads "Christy White, Inc". The signature is cursive and fluid.

San Diego, California
November 20, 2020



Certified Public Accountants serving
K-12 School Districts and Charter
Schools throughout California

REPORT ON STATE COMPLIANCE

Independent Auditors' Report

To the Board of Directors of
Compass Charter Schools
Thousand Oaks, California

Report on State Compliance

We have audited Compass Charter Schools' compliance with the types of compliance requirements described in the *2019-20 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, prescribed in Title 5, California Code of Regulations, section 19810, that could have a direct and material effect on each of Compass Charter Schools' state programs for the fiscal year ended June 30, 2020, as identified below.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its state programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of Compass Charter Schools' state programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the *2019-20 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, prescribed in Title 5, California Code of Regulations, section 19810. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on the state programs noted below occurred. An audit includes examining, on a test basis, evidence about Compass Charter Schools' compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance with the requirements referred to above. However, our audit does not provide a legal determination of Compass Charter Schools' compliance with those requirements.

Opinion on State Compliance

In our opinion, Compass Charter Schools complied, in all material respects, with the types of compliance requirements referred to above that are applicable to the state programs noted in the following table for the year ended June 30, 2020.

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92103

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Procedures Performed

In connection with the audit referred to above, we selected and tested transactions and records to determine Compass Charter Schools' compliance with the state laws and regulations applicable to the following items:

Description	Procedures Performed
School Districts, County Office of Education and Charter Schools	
California Clean Energy Jobs Act	No
After/Before School Education and Safety Program	Not applicable
Proper Expenditure of Education Protection Account Funds	Yes
Unduplicated Local Control Funding Formula Pupil Counts	Yes
Local Control and Accountability Plan	Yes
Independent Study – Course Based	Not applicable
Charter Schools	
Attendance	Yes
Mode of Instruction	Not applicable
Nonclassroom-Based Instruction/Independent Study for Charter Schools	Yes
Determination of Funding for Nonclassroom-Based Instruction	Yes
Annual Instructional Minutes – Classroom Based	Not applicable
Charter School Facility Grant Program	Not applicable

We did not perform procedures for the California Clean Energy Jobs Act because no funds were expended, and no projects were completed for any of the charter schools.



San Diego, California
November 20, 2020

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

**COMPASS CHARTER SCHOOLS
SUMMARY OF AUDITORS' RESULTS
FOR THE YEAR ENDED JUNE 30, 2020**

FINANCIAL STATEMENTS

Type of auditors' report issued:	<u>Unmodified</u>
Internal control over financial reporting:	
Material weakness(es) identified?	<u>No</u>
Significant deficiency(ies) identified?	<u>None Reported</u>
Non-compliance material to financial statements noted?	<u>No</u>

FEDERAL AWARDS

The Organization did not expend more than \$750,000 in federal awards during the fiscal year; therefore, a Federal Single Audit is not applicable.

STATE AWARDS

Internal control over state programs:	
Material weaknesses identified?	<u>No</u>
Significant deficiency(ies) identified?	<u>None Reported</u>
Type of auditors' report issued on compliance for state programs:	<u>Unmodified</u>

**COMPASS CHARTER SCHOOLS
FINANCIAL STATEMENT FINDINGS
FOR THE YEAR ENDED JUNE 30, 2020**

FIVE DIGIT CODE

20000
30000

AB 3627 FINDING TYPE

Inventory of Equipment
Internal Control

There were no audit findings related to the financial statements during 2019-20.

**COMPASS CHARTER SCHOOLS
STATE AWARD FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2020**

FIVE DIGIT CODE

10000
40000
42000
60000
61000
62000
70000
71000
72000

AB 3627 FINDING TYPE

Attendance
State Compliance
Charter School Facilities Programs
Miscellaneous
Classroom Teacher Salaries
Local Control Accountability Plan
Instructional Materials
Teacher Misassignments
School Accountability Report Card

There were no audit findings and questioned costs related to state awards during 2019-20.

**COMPASS CHARTER SCHOOLS
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2020**

There were no audit findings or questioned costs during 2018-19.

LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Compass Charter School of Los Angeles

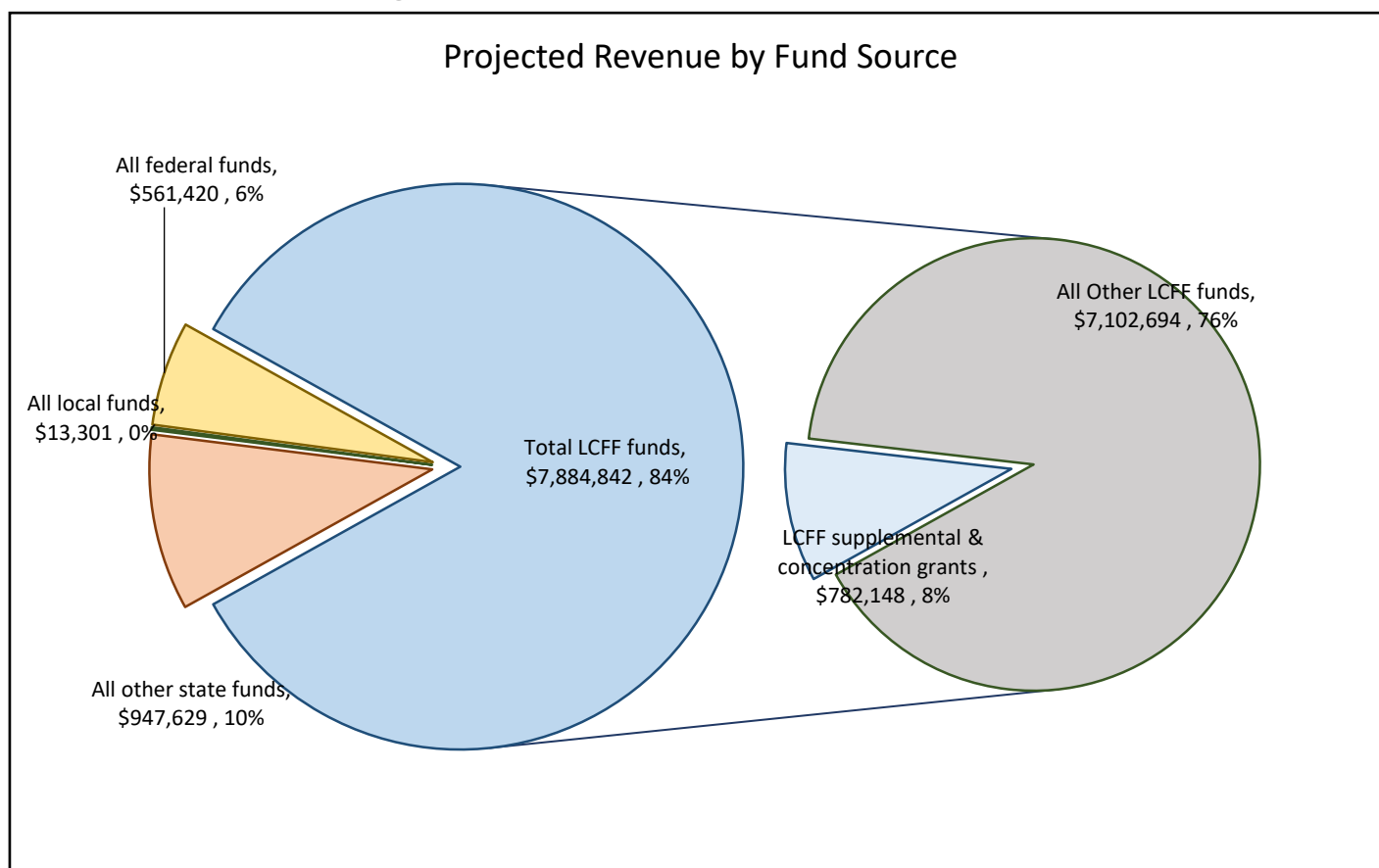
CDS Code: 19 75309 0135145

Local Control and Accountability Plan (LCAP) Year: 2020-2021

LEA contact information: Lisa Fishman 805.769.7241 Ifishman@compasscharters.org

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

Budget Overview for the 2020-2021 LCAP Year

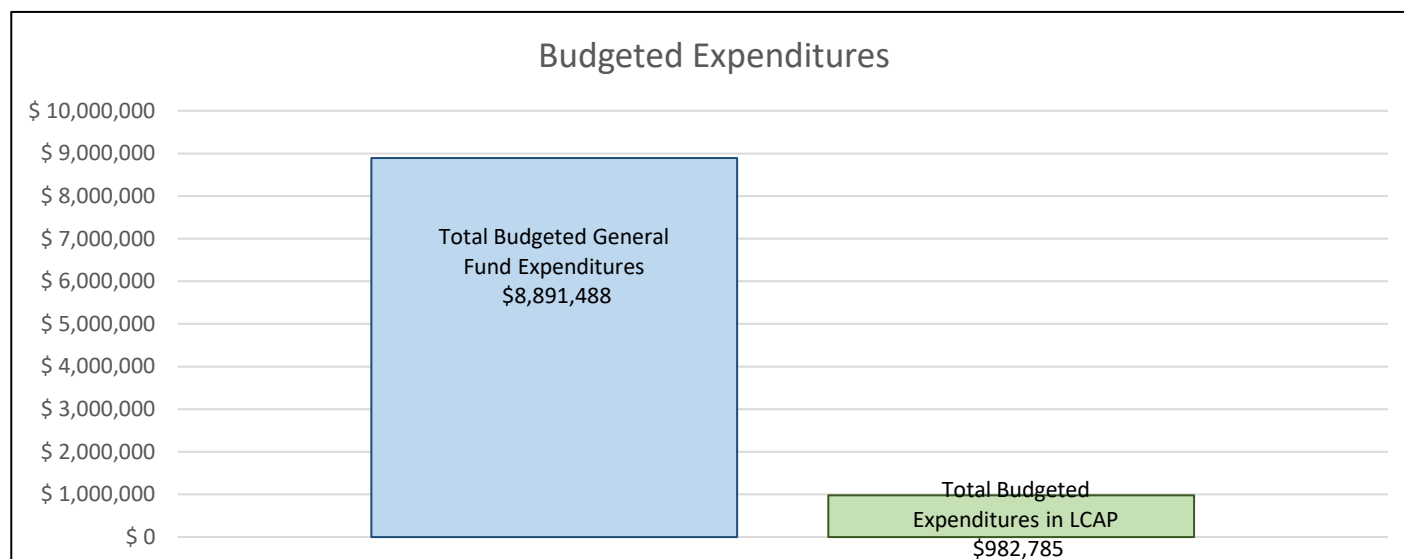


This chart shows the total general purpose revenue Compass Charter School of Los Angeles expects to receive in the coming year from all sources.

The total revenue projected for Compass Charter School of Los Angeles is \$9,407,191.31, of which \$7,884,842.00 is Local Control Funding Formula (LCFF), \$947,628.79 is other state funds, \$13,300.72 is local funds, and \$561,419.80 is federal funds. Of the \$7,884,842.00 in LCFF Funds, \$782,148.00 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

LCFF Budget Overview for Parents

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



This chart provides a quick summary of how much Compass Charter School of Los Angeles plans to spend for 2020-2021. It shows how much of the total is tied to planned actions and services in the LCAP.

Compass Charter School of Los Angeles plans to spend \$8,891,488.33 for the 2020-2021 school year. Of that amount, \$982,785.00 is tied to actions/services in the LCAP and \$7,908,703.33 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

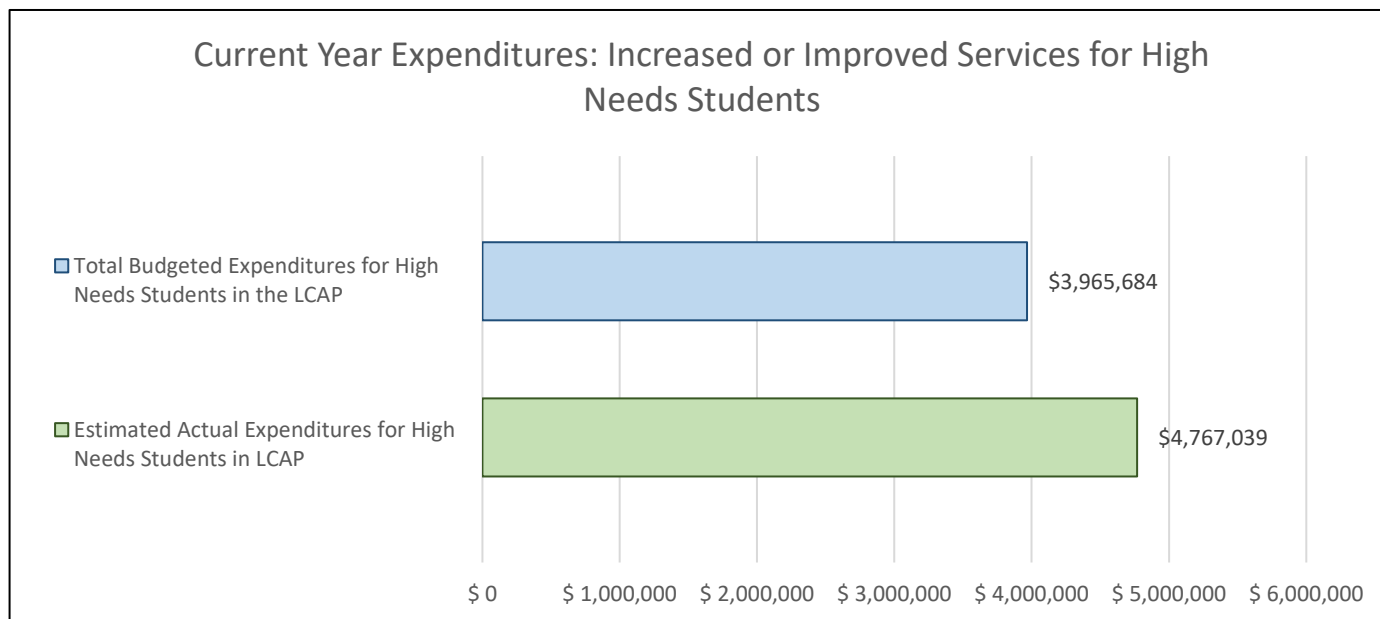
LCAP expenditures are intended to cover unduplicated/high needs scholars. Other expenditures are for usual operating costs for the general student population.

Increased or Improved Services for High Needs Students in 2020-2021

In 2020-2021, Compass Charter School of Los Angeles is projecting it will receive \$782,148.00 based on the enrollment of foster youth, English learner, and low-income students. Compass Charter School of Los Angeles must demonstrate the planned actions and services will increase or improve services for high needs students compared to the services all students receive in proportion to the increased funding it receives for high needs students. In the LCAP, Compass Charter School of Los Angeles plans to spend \$982,785.00 on actions to meet this requirement.

LCFF Budget Overview for Parents

Update on Increased or Improved Services for High Needs Students in 2019-2020



This chart compares what Compass Charter School of Los Angeles budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what Compass Charter School of Los Angeles estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

In 2019-2020, Compass Charter School of Los Angeles's LCAP budgeted \$3,965,684.00 for planned actions to increase or improve services for high needs students. Compass Charter School of Los Angeles estimates that it will actually spend \$4,767,039.00 for actions to increase or improve services for high needs students in 2019-2020.

LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Compass Charter Schools of San Diego

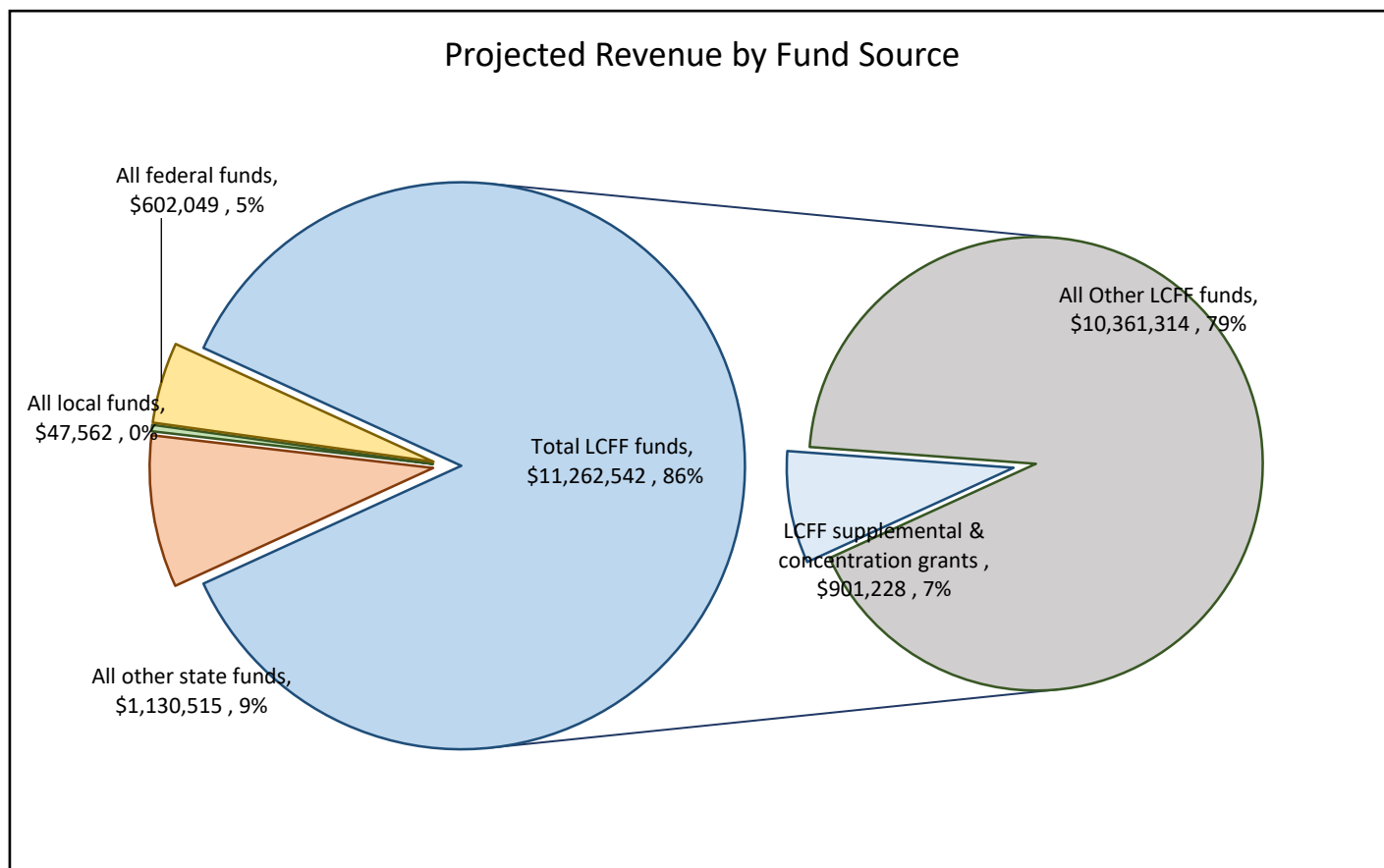
CDS Code: 37 68213 0127084

Local Control and Accountability Plan (LCAP) Year: 2020-2021

LEA contact information: Lisa Fishman 805.769.7241 Ifishman@compasscharters.org

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

Budget Overview for the 2020-2021 LCAP Year

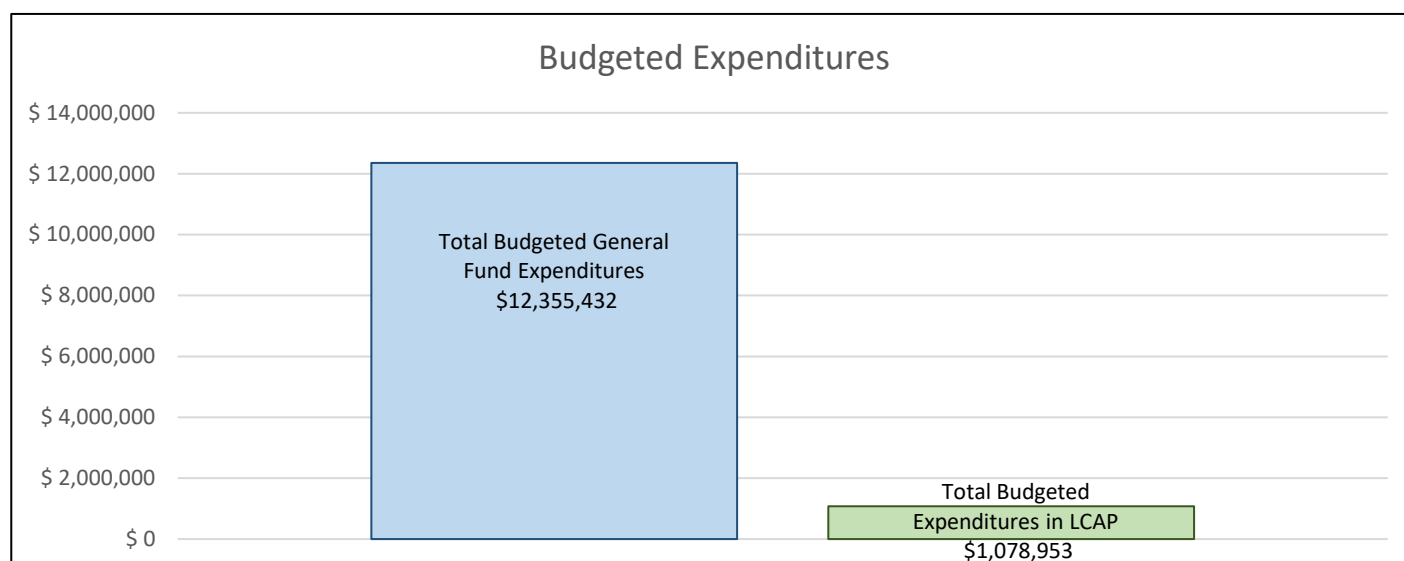


This chart shows the total general purpose revenue Compass Charter Schools of San Diego expects to receive in the coming year from all sources.

The total revenue projected for Compass Charter Schools of San Diego is \$13,042,668.03, of which \$11,262,542.00 is Local Control Funding Formula (LCFF), \$1,130,515.10 is other state funds, \$47,561.68 is local funds, and \$602,049.25 is federal funds. Of the \$11,262,542.00 in LCFF Funds, \$901,228.00 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

LCFF Budget Overview for Parents

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



This chart provides a quick summary of how much Compass Charter Schools of San Diego plans to spend for 2020-2021. It shows how much of the total is tied to planned actions and services in the LCAP.

Compass Charter Schools of San Diego plans to spend \$12,355,432.05 for the 2020-2021 school year. Of that amount, \$1,078,953.00 is tied to actions/services in the LCAP and \$11,276,479.05 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

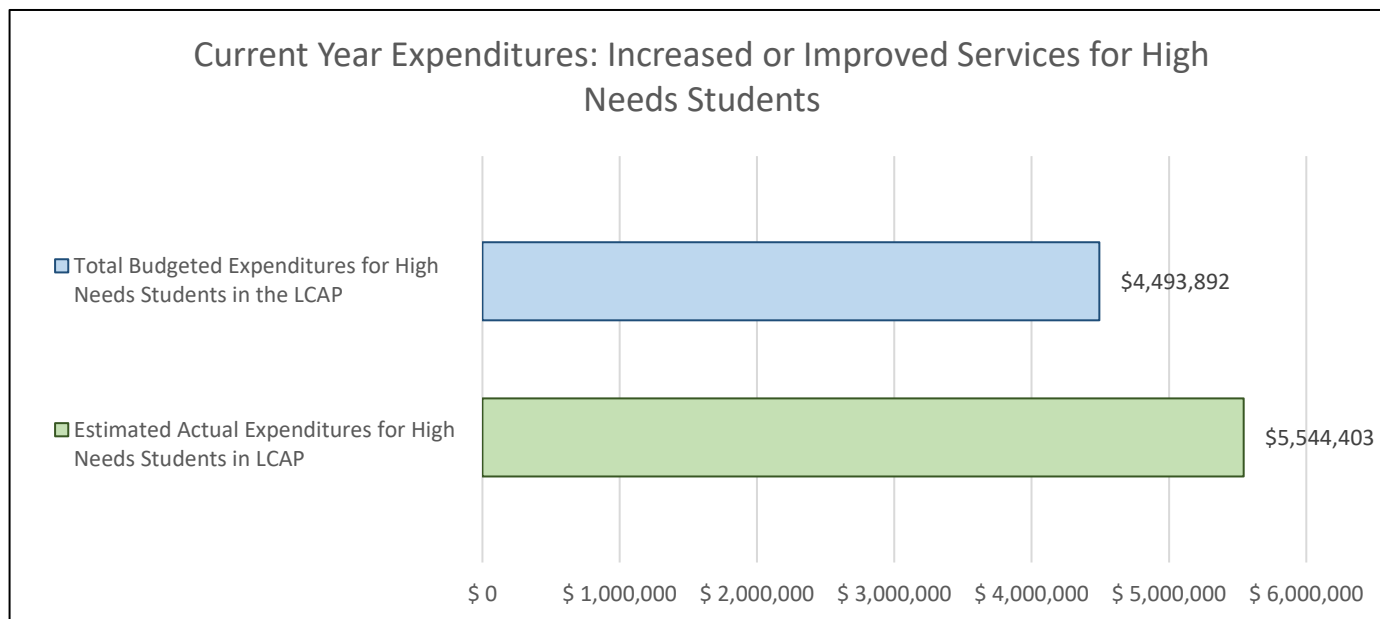
LCAP expenditures are intended to cover unduplicated/high needs scholars. Other expenditures are for usual operating costs for the general student population.

Increased or Improved Services for High Needs Students in 2020-2021

In 2020-2021, Compass Charter Schools of San Diego is projecting it will receive \$901,228.00 based on the enrollment of foster youth, English learner, and low-income students. Compass Charter Schools of San Diego must demonstrate the planned actions and services will increase or improve services for high needs students compared to the services all students receive in proportion to the increased funding it receives for high needs students. In the LCAP, Compass Charter Schools of San Diego plans to spend \$1,078,953.00 on actions to meet this requirement.

LCFF Budget Overview for Parents

Update on Increased or Improved Services for High Needs Students in 2019-2020



This chart compares what Compass Charter Schools of San Diego budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what Compass Charter Schools of San Diego estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

In 2019-2020, Compass Charter Schools of San Diego's LCAP budgeted \$4,493,892.00 for planned actions to increase or improve services for high needs students. Compass Charter Schools of San Diego estimates that it will actually spend \$5,544,403.00 for actions to increase or improve services for high needs students in 2019-2020.

LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Compass Charter Schools of Yolo

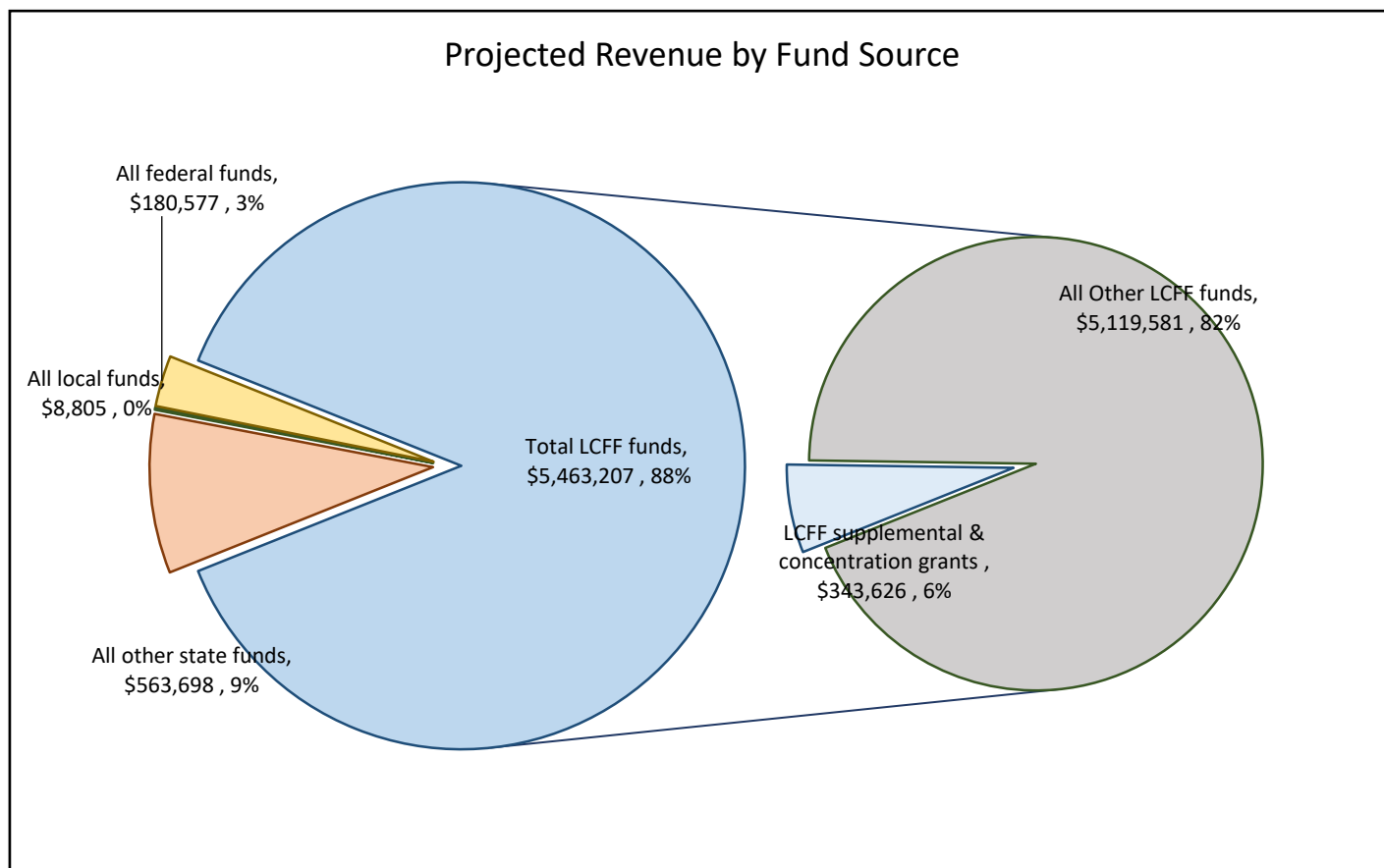
CDS Code: 57 72702 0139436

Local Control and Accountability Plan (LCAP) Year: 2020-2021

LEA contact information: Lisa Fishman 805.769.7241 Ifishman@compasscharters.org

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

Budget Overview for the 2020-2021 LCAP Year

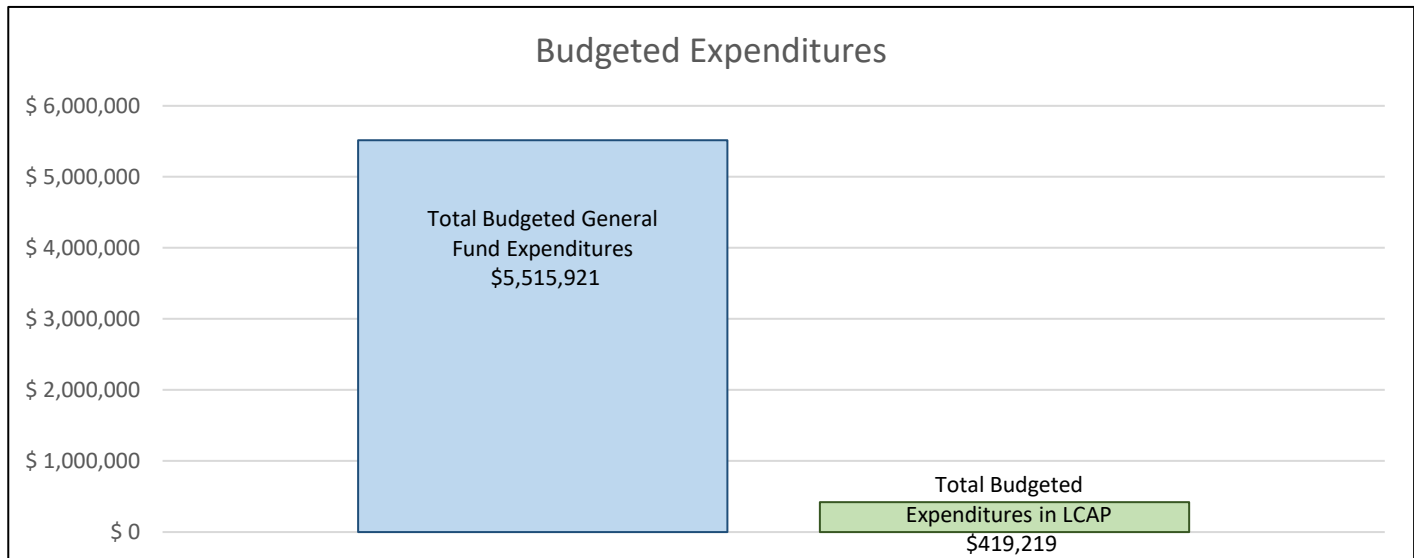


This chart shows the total general purpose revenue Compass Charter Schools of Yolo expects to receive in the coming year from all sources.

The total revenue projected for Compass Charter Schools of Yolo is \$6,216,286.78, of which \$5,463,207.00 is Local Control Funding Formula (LCFF), \$563,698.39 is other state funds, \$8,804.62 is local funds, and \$180,576.77 is federal funds. Of the \$5,463,207.00 in LCFF Funds, \$343,626.00 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

LCFF Budget Overview for Parents

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



This chart provides a quick summary of how much Compass Charter Schools of Yolo plans to spend for 2020-2021. It shows how much of the total is tied to planned actions and services in the LCAP.

Compass Charter Schools of Yolo plans to spend \$5,515,921.19 for the 2020-2021 school year. Of that amount, \$419,219.00 is tied to actions/services in the LCAP and \$5,096,702.19 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

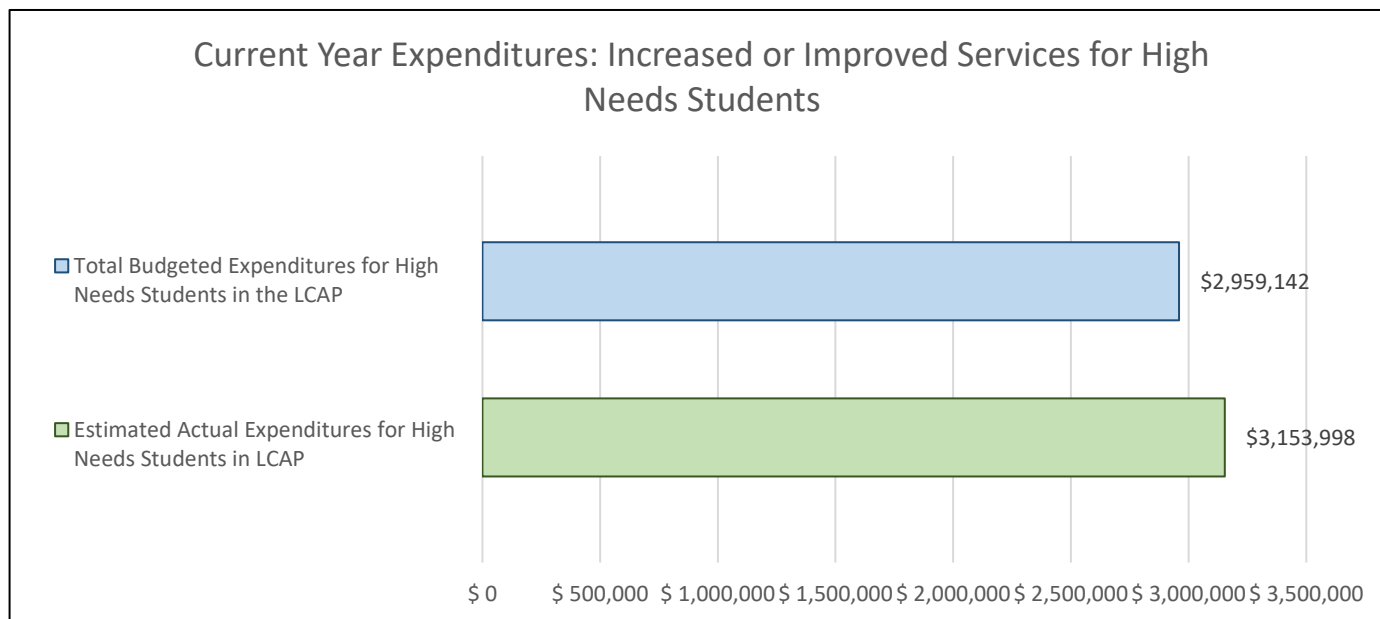
LCAP expenditures are intended to cover unduplicated/high needs scholars. Other expenditures are for usual operating costs for the general student population.

Increased or Improved Services for High Needs Students in 2020-2021

In 2020-2021, Compass Charter Schools of Yolo is projecting it will receive \$343,626.00 based on the enrollment of foster youth, English learner, and low-income students. Compass Charter Schools of Yolo must demonstrate the planned actions and services will increase or improve services for high needs students compared to the services all students receive in proportion to the increased funding it receives for high needs students. In the LCAP, Compass Charter Schools of Yolo plans to spend \$419,219.00 on actions to meet this requirement.

LCFF Budget Overview for Parents

Update on Increased or Improved Services for High Needs Students in 2019-2020



This chart compares what Compass Charter Schools of Yolo budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what Compass Charter Schools of Yolo estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

In 2019-2020, Compass Charter Schools of Yolo's LCAP budgeted \$2,959,142.00 for planned actions to increase or improve services for high needs students. Compass Charter Schools of Yolo estimates that it will actually spend \$3,153,998.00 for actions to increase or improve services for high needs students in 2019-2020.



Check Register Detail

Compass Charter Schools

Check Register 9/1/2020 through 10/31/2020

Payment Number	Payment Date	Payee Name	Rec Status	Check Amount	Account	Account Description	Invoiced GL Amount
60958	9/1/2020	Oxford Consulting Services Inc.	Cleared	\$2,975.00	5810-040-65	Educational Consultants	\$750.00
					5810-070-65	Educational Consultants	\$432.79
					5810-040-65	Educational Consultants	\$450.00
					5810-040-65	Educational Consultants	\$767.21
					5810-040-66	Educational Consultants	\$575.00
60962	9/1/2020	Law Office of Young, Minney & Corr	Cleared	\$13,812.05	5805-010-65	Legal Services	\$3,562.00
					5805-010-80	Legal Services	\$10,250.05
60956	9/1/2020	Charter School Management Corporation	Cleared	\$30,000.00	5873-010-00	Financial Services	\$30,000.00
60961	9/1/2020	SPG	Cleared	\$690.00	5810-070-65	Educational Consultants	\$690.00
60959	9/1/2020	PresenceLearning, Inc.	Cleared	\$3,851.10	5810-020-65	Educational Consultants	\$1,651.60
					5810-020-65	Educational Consultants	\$412.90
					5810-040-65	Educational Consultants	\$412.90
					5810-070-65	Educational Consultants	\$412.90
					5810-070-65	Educational Consultants	\$825.80
					5810-010-66	Educational Consultants	\$90.00
					5810-070-66	Educational Consultants	\$45.00
60960	9/1/2020	Specialized Therapy Services	Cleared	\$190.00	5810-040-65	Educational Consultants	\$190.00
60957	9/1/2020	Global Teletherapy	Cleared	\$6,025.00	5810-020-65	Educational Consultants	\$1,214.00
					5810-040-66	Educational Consultants	\$288.00
					5810-070-65	Educational Consultants	\$820.00
					5810-020-65	Educational Consultants	\$2,406.00
					5810-070-65	Educational Consultants	\$817.00
					5810-020-66	Educational Consultants	\$480.00
60963	9/3/2020	Barbara Baez	Cleared	\$253.38	5810-040-65	Educational Consultants	\$253.38
60964	9/3/2020	Learning A-Z, LLC	Cleared	\$2,101.50	4102-020-71	Supplemental Curriculum	\$700.50
					4102-040-71	Supplemental Curriculum	\$700.50
					4102-070-71	Supplemental Curriculum	\$700.50
60965	9/3/2020	MIC Wright Specialty	Cleared	\$8,318.40	5400-010-84	Insurance	\$8,318.40

60966	9/10/2020	OPS (Online Purchasing Systems)	Cleared	\$21,611.70	5877-010-83	IT Services	\$21,611.70
60967	9/15/2020	Law Office of Young, Minney & Corr	Cleared	\$7,105.50	5805-010-65	Legal Services	\$5,597.00
					5805-010-80	Legal Services	\$1,508.50
60968	9/15/2020	World's Greatest Promotional Stuff	Cleared	\$335.34	5815-010-80	Advertising/Recruiting	\$335.34
60972	9/17/2020	Gary Garrigues, Esq.	Cleared	\$2,700.00	5805-010-80	Legal Services	\$2,700.00
60973	9/17/2020	McColgan & Associates Inc.	Cleared	\$1,920.00	5810-070-65	Educational Consultants	\$1,920.00
60969	9/17/2020	Digital Evidence Ventures	Cleared	\$4,980.00	5805-010-80	Legal Services	\$4,980.00
60970	9/17/2020	EdTech 101	Cleared	\$9,047.74	4430-010-91	Noncapitalized Student Equipment	\$298.58
					4430-010-91	Noncapitalized Student Equipment	\$298.58
					4430-010-91	Noncapitalized Student Equipment	\$298.58
					4430-010-91	Noncapitalized Student Equipment	\$298.58
					4430-010-91	Noncapitalized Student Equipment	\$298.58
					4430-010-91	Noncapitalized Student Equipment	\$1,194.30
					4430-010-91	Noncapitalized Student Equipment	\$298.58
					4430-010-91	Noncapitalized Student Equipment	\$298.58
					4430-010-91	Noncapitalized Student Equipment	\$298.58
					4430-010-91	Noncapitalized Student Equipment	\$298.58
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					4430-010-91	Noncapitalized Student Equipment	\$298.58
					4430-010-91	Noncapitalized Student Equipment	\$298.58
					4430-010-91	Noncapitalized Student Equipment	\$298.58
					4400-010-86	Noncapitalized Equipment	\$45.18
					4430-010-91	Noncapitalized Student Equipment	\$298.58
					4430-010-91	Noncapitalized Student Equipment	\$298.58
					4430-010-91	Noncapitalized Student Equipment	\$298.58
					4430-010-91	Noncapitalized Student Equipment	\$298.58
					4400-010-86	Noncapitalized Equipment	\$45.18
					4430-010-91	Noncapitalized Student Equipment	\$298.58

					4430-010-91	Noncapitalized Student Equipment	\$298.58
					4430-010-91	Noncapitalized Student Equipment	\$298.58
					4430-010-91	Noncapitalized Student Equipment	\$298.58
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					4430-010-91	Noncapitalized Student Equipment	\$298.58
					4430-010-91	Noncapitalized Student Equipment	\$298.58
					4430-010-91	Noncapitalized Student Equipment	\$298.58
60974	9/17/2020	School Pathways, LLC	Cleared	\$1,524.84	5877-070-87	IT Services	\$1,524.84
60971	9/17/2020	Fusion, LLC	Cleared	\$616.98	5900-010-86	Communications (Tele., Internet, Copies,Postage,Messenger)	\$616.98
60976	9/17/2020	School Pathways, LLC	Cleared	\$1,524.82	5877-020-87	IT Services	\$1,524.82
60977	9/17/2020	Danielle Valencia	Cleared	\$20.00	5901-010-91	Scholar Internet Reimbursement	\$20.00
60975	9/17/2020	School Pathways, LLC	Cleared	\$1,524.84	5877-040-87	IT Services	\$1,524.84
60983	9/24/2020	iFLY Indoor Skydiving	Cleared	\$478.40	5830-010-90	Field Trip Expenses	\$478.40
60984	9/24/2020	Trinity Cristo Rey Church	Cleared	\$3,375.00	5600-010-93	Space Rental/Leases Expense	(\$1,125.00)
					5600-010-93	Space Rental/Leases Expense	\$4,500.00
60979	9/24/2020	Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc.	Cleared	\$304.00	5400-010-84	Insurance	\$304.00
60978	9/24/2020	Allstate Building & Office Maintenance, Inc.	Cleared	\$500.00	5500-010-84	Operation and Housekeeping Services	\$500.00
60980	9/24/2020	Baketivity Corp	Cleared	\$1,133.40	5830-010-90	Field Trip Expenses	\$1,133.40
60982	9/24/2020	The Hartford	Cleared	\$23,804.08	3603-010-84	Worker Compensation Insurance	\$23,804.08
60981	9/24/2020	Department of Justice	Cleared	\$128.00	5874-010-85	Personnel Services	\$32.00
					5874-010-85	Personnel Services	\$32.00
					5874-010-85	Personnel Services	\$32.00
					5874-010-85	Personnel Services	\$32.00
60985	9/24/2020	Water Court, LLC	Cleared	\$9,246.03	5600-010-84	Space Rental/Leases Expense	\$9,246.03

60989	10/1/2020	Provo Canyon School, Inc.	Cleared	\$13,625.00	5813-040-66	Residential Placement	\$3,782.00
					5813-040-65	Residential Placement	\$9,843.00
60988	10/1/2020	Oxford Consulting Services Inc.	Cleared	\$435.00	5810-020-65	Educational Consultants	\$435.00
60990	10/1/2020	Royal Staffing Services	Cleared	\$998.40	5800-010-87	Professional/Consulting Services and Operating Expenditures	\$998.40
60987	10/1/2020	McColgan & Associates Inc.	Cleared	\$656.25	5810-070-65	Educational Consultants	\$656.25
60986	10/1/2020	Charter School Management Corporation	Cleared	\$30,000.00	5873-010-00	Financial Services	\$30,000.00
60994	10/1/2020	Van Allan Communications, LLC	Cleared	\$250.00	5830-010-90	Field Trip Expenses	\$250.00
60995	10/1/2020	Charter Schools Development Center	Cleared	\$695.00	5200-010-80	Travel and Conferences	\$695.00
60993	10/1/2020	Small School Districts' Associations	Cleared	\$2,350.00	5300-010-80	Dues and Memberships	\$2,350.00
60992	10/1/2020	Sacramento4Kids	Cleared	\$1,200.00	5815-010-80	Advertising/Recruiting	\$1,200.00
60991	10/1/2020	SPG	Cleared	\$920.00	5810-070-65	Educational Consultants	\$920.00
60996	10/6/2020	Charter Schools Development Center	Cleared	\$545.00	5200-010-80	Travel and Conferences	\$109.00
					5200-010-80	Travel and Conferences	\$436.00
61010	10/8/2020	School Pathways, LLC	Cleared	\$2,254.64	5877-070-87	IT Services	\$2,254.64
61005	10/8/2020	School Pathways, LLC	Cleared	\$3,930.53	5877-040-87	IT Services	\$3,930.53
60999	10/8/2020	Microduino, Inc.	Cleared	\$83.64	4100-010-92	Approved Textbooks and Core Curricula Materials	\$83.64
61000	10/8/2020	MIC Wright Specialty	Cleared	\$4,753.38	5400-010-84	Insurance	\$4,753.38
61001	10/8/2020	Royal Staffing Services	Cleared	\$798.72	5800-010-87	Professional/Consulting Services and Operating Expenditures	\$798.72
60998	10/8/2020	ID123 Inc.	Cleared	\$402.50	5877-010-86	IT Services	\$402.50
60997	10/8/2020	Vincent Gonzales	Cleared	\$1,425.00	4100-010-92	Approved Textbooks and Core Curricula Materials	\$195.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$135.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$120.00
					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
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$195.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$120.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$135.00
					4100-010-92	Approved Textbooks and Core Curricula Materials	\$120.00
61009	10/8/2020	School Pathways, LLC	Cleared	\$3,695.54	5877-020-87	IT Services	\$3,695.54
61006	10/8/2020	School Pathways, LLC	Cleared	\$4,873.91	5877-020-87	IT Services	\$4,873.91
61007	10/8/2020	School Pathways, LLC	Cleared	\$3,030.37	5877-070-87	IT Services	\$3,030.37
61008	10/8/2020	School Pathways, LLC	Cleared	\$3,325.79	5877-040-87	IT Services	\$3,325.79
61004	10/8/2020	School Pathways, LLC	Cleared	\$550.00	5877-020-87	IT Services	\$550.00
61003	10/8/2020	School Pathways, LLC	Cleared	\$550.00	5877-040-87	IT Services	\$550.00
61002	10/8/2020	School Pathways, LLC	Cleared	\$550.00	5877-070-87	IT Services	\$550.00
61056	10/13/2020	Laurie Meinhold	Cleared	\$252.00	4100-010-71	Approved Textbooks and Core Curricula Materials	\$252.00
61053	10/13/2020	My Learning Studio	Cleared	\$296.00	4100-010-71	Approved Textbooks and Core Curricula Materials	\$296.00
61058	10/13/2020	Portal Languages - Fullerton LLC	Cleared	\$300.00	4100-010-71	Approved Textbooks and Core Curricula Materials	\$150.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$150.00
61061	10/13/2020	Phillip Goltiao	Cleared	\$500.00	4100-010-71	Approved Textbooks and Core Curricula Materials	\$170.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$165.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$165.00
61062	10/13/2020	Jennifer Perry	Cleared	\$320.00	4100-010-71	Approved Textbooks and Core Curricula Materials	\$135.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$185.00
61018	10/13/2020	Burbank Music Academy	Cleared	\$245.00	4100-010-71	Approved Textbooks and Core Curricula Materials	\$70.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$105.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$70.00

61014	10/13/2020	Art & Soul Music Studios	Cleared	\$2,000.00	4100-010-71	Approved Textbooks and Core Curricula Materials	\$160.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$160.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$160.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$160.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$160.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$160.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$240.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$160.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$160.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$160.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$160.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$160.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$160.00
61039	10/13/2020	Lakeport Dance Center	Cleared	\$1,420.00	4100-010-71	Approved Textbooks and Core Curricula Materials	\$50.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$250.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$160.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$160.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$250.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$50.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$250.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$250.00
61011	10/13/2020	Arbor Learning Community	Cleared	\$735.00	4100-010-71	Approved Textbooks and Core Curricula Materials	\$55.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$55.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$116.25
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$41.25

					4100-010-71	Approved Textbooks and Core Curricula Materials	\$55.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$55.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$55.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$55.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$41.25
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$41.25
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$110.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$55.00
61012	10/13/2020	Art Steps, Inc	Cleared	\$88.50	4100-010-71	Approved Textbooks and Core Curricula Materials	\$88.50
61038	10/13/2020	Fired Up Arts	Cleared	\$374.50	4100-010-71	Approved Textbooks and Core Curricula Materials	\$60.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$167.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$87.50
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$60.00
61063	10/13/2020	Rainbow Resource Center	Cleared	\$22,290.09	4100-010-71	Approved Textbooks and Core Curricula Materials	\$281.42
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$101.08
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$327.39
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$387.61
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$279.81
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$352.28
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$188.32
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$196.12
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$122.58
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$87.94
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$216.54

4100-010-71	Approved Textbooks and Core Curricula Materials	\$194.16
4100-010-71	Approved Textbooks and Core Curricula Materials	\$72.40
4100-010-71	Approved Textbooks and Core Curricula Materials	\$315.01
4100-010-71	Approved Textbooks and Core Curricula Materials	\$111.52
4100-010-71	Approved Textbooks and Core Curricula Materials	\$488.11
4100-010-71	Approved Textbooks and Core Curricula Materials	\$274.03
4100-010-71	Approved Textbooks and Core Curricula Materials	\$179.92
4100-010-71	Approved Textbooks and Core Curricula Materials	\$158.20
4100-010-71	Approved Textbooks and Core Curricula Materials	\$125.11
4100-010-71	Approved Textbooks and Core Curricula Materials	\$168.03
4100-010-71	Approved Textbooks and Core Curricula Materials	\$192.97
4100-010-71	Approved Textbooks and Core Curricula Materials	\$316.79
4100-010-71	Approved Textbooks and Core Curricula Materials	\$75.37
4100-010-71	Approved Textbooks and Core Curricula Materials	\$16.07
4100-010-71	Approved Textbooks and Core Curricula Materials	\$169.74
4100-010-71	Approved Textbooks and Core Curricula Materials	\$157.45
4100-010-71	Approved Textbooks and Core Curricula Materials	\$371.82
4100-010-71	Approved Textbooks and Core Curricula Materials	\$52.96
4100-010-71	Approved Textbooks and Core Curricula Materials	\$45.21
4100-010-71	Approved Textbooks and Core Curricula Materials	\$430.52
4100-010-71	Approved Textbooks and Core Curricula Materials	\$257.47
4100-010-71	Approved Textbooks and Core Curricula Materials	\$269.61
4100-010-71	Approved Textbooks and Core Curricula Materials	\$110.67
4100-010-71	Approved Textbooks and Core Curricula Materials	\$106.04

4100-010-71	Approved Textbooks and Core Curricula Materials	\$144.71
4100-010-71	Approved Textbooks and Core Curricula Materials	\$36.07
4100-010-71	Approved Textbooks and Core Curricula Materials	\$44.76
4100-010-71	Approved Textbooks and Core Curricula Materials	\$190.35
4100-010-71	Approved Textbooks and Core Curricula Materials	\$25.91
4100-010-71	Approved Textbooks and Core Curricula Materials	\$121.74
4100-010-71	Approved Textbooks and Core Curricula Materials	\$411.01
4100-010-71	Approved Textbooks and Core Curricula Materials	\$134.84
4100-010-71	Approved Textbooks and Core Curricula Materials	\$243.08
4100-010-71	Approved Textbooks and Core Curricula Materials	\$111.30
4100-010-71	Approved Textbooks and Core Curricula Materials	\$66.29
4100-010-71	Approved Textbooks and Core Curricula Materials	\$19.95
4100-010-71	Approved Textbooks and Core Curricula Materials	\$62.80
4100-010-71	Approved Textbooks and Core Curricula Materials	\$284.39
4100-010-71	Approved Textbooks and Core Curricula Materials	\$27.92
4100-010-71	Approved Textbooks and Core Curricula Materials	\$99.12
4100-010-71	Approved Textbooks and Core Curricula Materials	\$13.46
4100-010-71	Approved Textbooks and Core Curricula Materials	\$16.49
4100-010-71	Approved Textbooks and Core Curricula Materials	\$13.75
4100-010-71	Approved Textbooks and Core Curricula Materials	\$242.41
4100-010-71	Approved Textbooks and Core Curricula Materials	\$83.78
4100-010-71	Approved Textbooks and Core Curricula Materials	\$320.90
4100-010-71	Approved Textbooks and Core Curricula Materials	\$120.11
4100-010-71	Approved Textbooks and Core Curricula Materials	\$29.35

4100-010-71	Approved Textbooks and Core Curricula Materials	\$40.39
4100-010-71	Approved Textbooks and Core Curricula Materials	\$45.45
4100-010-71	Approved Textbooks and Core Curricula Materials	\$187.19
4100-010-71	Approved Textbooks and Core Curricula Materials	\$190.56
4100-010-71	Approved Textbooks and Core Curricula Materials	\$76.54
4100-010-71	Approved Textbooks and Core Curricula Materials	\$237.75
4100-010-71	Approved Textbooks and Core Curricula Materials	\$289.54
4100-010-71	Approved Textbooks and Core Curricula Materials	\$42.84
4100-010-71	Approved Textbooks and Core Curricula Materials	\$80.71
4100-010-71	Approved Textbooks and Core Curricula Materials	\$277.99
4100-010-71	Approved Textbooks and Core Curricula Materials	\$111.70
4100-010-71	Approved Textbooks and Core Curricula Materials	\$54.57
4100-010-71	Approved Textbooks and Core Curricula Materials	\$80.02
4100-010-71	Approved Textbooks and Core Curricula Materials	\$581.70
4100-010-71	Approved Textbooks and Core Curricula Materials	\$36.62
4100-010-71	Approved Textbooks and Core Curricula Materials	\$100.93
4100-010-71	Approved Textbooks and Core Curricula Materials	\$111.39
4100-010-71	Approved Textbooks and Core Curricula Materials	\$107.17
4100-010-71	Approved Textbooks and Core Curricula Materials	\$599.82
4100-010-71	Approved Textbooks and Core Curricula Materials	\$98.94
4100-010-71	Approved Textbooks and Core Curricula Materials	\$49.60
4100-010-71	Approved Textbooks and Core Curricula Materials	\$190.35
4100-010-71	Approved Textbooks and Core Curricula Materials	\$40.69
4100-010-71	Approved Textbooks and Core Curricula Materials	\$59.30

4100-010-71	Approved Textbooks and Core Curricula Materials	\$13.83
4100-010-71	Approved Textbooks and Core Curricula Materials	\$94.29
4100-010-71	Approved Textbooks and Core Curricula Materials	\$117.50
4100-010-71	Approved Textbooks and Core Curricula Materials	\$83.99
4100-010-71	Approved Textbooks and Core Curricula Materials	\$64.88
4100-010-71	Approved Textbooks and Core Curricula Materials	\$42.29
4100-010-71	Approved Textbooks and Core Curricula Materials	\$199.98
4100-010-71	Approved Textbooks and Core Curricula Materials	\$25.76
4100-010-71	Approved Textbooks and Core Curricula Materials	\$914.80
4100-010-71	Approved Textbooks and Core Curricula Materials	\$22.05
4100-010-71	Approved Textbooks and Core Curricula Materials	\$39.34
4100-010-71	Approved Textbooks and Core Curricula Materials	\$34.68
4100-010-71	Approved Textbooks and Core Curricula Materials	\$112.07
4100-010-71	Approved Textbooks and Core Curricula Materials	\$268.75
4100-010-71	Approved Textbooks and Core Curricula Materials	\$60.08
4100-010-71	Approved Textbooks and Core Curricula Materials	\$348.60
4100-010-71	Approved Textbooks and Core Curricula Materials	\$92.91
4100-010-71	Approved Textbooks and Core Curricula Materials	\$74.32
4100-010-71	Approved Textbooks and Core Curricula Materials	\$39.43
4100-010-71	Approved Textbooks and Core Curricula Materials	\$754.00
4100-010-71	Approved Textbooks and Core Curricula Materials	\$51.62
4100-010-71	Approved Textbooks and Core Curricula Materials	\$86.89
4100-010-71	Approved Textbooks and Core Curricula Materials	\$17.83
4100-010-71	Approved Textbooks and Core Curricula Materials	\$19.14

4100-010-71	Approved Textbooks and Core Curricula Materials	\$31.74
4100-010-71	Approved Textbooks and Core Curricula Materials	\$388.16
4100-010-71	Approved Textbooks and Core Curricula Materials	\$126.35
4100-010-71	Approved Textbooks and Core Curricula Materials	\$13.72
4100-010-71	Approved Textbooks and Core Curricula Materials	\$108.95
4100-010-71	Approved Textbooks and Core Curricula Materials	\$35.28
4100-010-71	Approved Textbooks and Core Curricula Materials	\$120.30
4100-010-71	Approved Textbooks and Core Curricula Materials	\$443.94
4100-010-71	Approved Textbooks and Core Curricula Materials	\$45.45
4100-010-71	Approved Textbooks and Core Curricula Materials	\$45.45
4100-010-71	Approved Textbooks and Core Curricula Materials	\$118.21
4100-010-71	Approved Textbooks and Core Curricula Materials	\$117.05
4100-010-71	Approved Textbooks and Core Curricula Materials	\$75.97
4100-010-71	Approved Textbooks and Core Curricula Materials	\$158.36
4100-010-71	Approved Textbooks and Core Curricula Materials	\$272.60
4100-010-71	Approved Textbooks and Core Curricula Materials	\$21.16
4100-010-71	Approved Textbooks and Core Curricula Materials	\$85.94
4100-010-71	Approved Textbooks and Core Curricula Materials	\$93.85
4100-010-71	Approved Textbooks and Core Curricula Materials	\$43.27
4100-010-71	Approved Textbooks and Core Curricula Materials	\$122.57
4100-010-71	Approved Textbooks and Core Curricula Materials	\$292.73
4100-010-71	Approved Textbooks and Core Curricula Materials	\$108.41
4100-010-71	Approved Textbooks and Core Curricula Materials	\$244.07
4100-010-71	Approved Textbooks and Core Curricula Materials	\$107.29

					4100-010-71	Approved Textbooks and Core Curricula Materials	\$141.73
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$346.85
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$219.53
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$97.92
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$163.89
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$157.76
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$62.31
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$193.09
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$143.99
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$120.54
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$86.11
61060	10/13/2020	Play-based Learning Academy LLC	Cleared	\$57.50	4100-010-71	Approved Textbooks and Core Curricula Materials	\$57.50
61059	10/13/2020	Pasadena Conservatory of Music Services	Cleared	\$376.00	4100-010-71	Approved Textbooks and Core Curricula Materials	\$376.00
61026	10/13/2020	Claremont Community School of Music	Cleared	\$112.50	4100-010-71	Approved Textbooks and Core Curricula Materials	\$37.50
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$37.50
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$37.50
61057	10/13/2020	Outschool, Inc.	Cleared	\$495.00	4100-010-71	Approved Textbooks and Core Curricula Materials	\$250.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$15.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$15.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$55.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$50.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$40.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$70.00

61055	10/13/2020	Jennifer Murphy	Cleared	\$200.50	4100-010-71	Approved Textbooks and Core Curricula Materials	\$53.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$61.25
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$86.25
61074	10/13/2020	Schulz Museum	Cleared	\$100.00	5830-010-90	Field Trip Expenses	\$100.00
61041	10/13/2020	Vincent Gonzales	Cleared	\$540.00	4100-010-71	Approved Textbooks and Core Curricula Materials	\$135.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$135.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$135.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$135.00
61028	10/13/2020	Astrid Chauvin	Cleared	\$180.00	4100-010-71	Approved Textbooks and Core Curricula Materials	\$90.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$90.00
61083	10/13/2020	Yamashita Karate Studios	Cleared	\$759.00	4100-010-71	Approved Textbooks and Core Curricula Materials	\$200.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$200.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$159.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$200.00
61043	10/13/2020	Laura M. Gagnon	Cleared	\$1,220.00	4100-010-71	Approved Textbooks and Core Curricula Materials	\$80.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$80.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$80.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$80.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$80.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$80.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$80.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$180.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$80.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$80.00

					4100-010-71	Approved Textbooks and Core Curricula Materials	\$80.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$80.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$80.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$80.00
61029	10/13/2020	Laura Whittington	Cleared	\$1,380.00	4100-010-71	Approved Textbooks and Core Curricula Materials	\$250.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$265.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$265.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$280.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$250.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$70.00
61019	10/13/2020	Barnabas Robotics Inc	Cleared	\$1,330.07	5830-010-90	Field Trip Expenses	\$1,330.07
61021	10/13/2020	Breakthrough Sports LLC	Cleared	\$61.25	4100-010-71	Approved Textbooks and Core Curricula Materials	\$61.25
61031	10/13/2020	Chef Tech Cooking School	Cleared	\$540.00	4100-010-71	Approved Textbooks and Core Curricula Materials	\$135.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$135.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$135.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$135.00
61030	10/13/2020	CultureHum Foundation	Cleared	\$104.00	4100-010-71	Approved Textbooks and Core Curricula Materials	\$104.00
61032	10/13/2020	Pamela Douglas	Cleared	\$585.00	4100-010-71	Approved Textbooks and Core Curricula Materials	\$585.00
61033	10/13/2020	Don Johnston	Cleared	\$194.40	5810-040-65	Educational Consultants	\$194.40
61034	10/13/2020	Eat2Explore	Cleared	\$109.84	4100-010-71	Approved Textbooks and Core Curricula Materials	\$109.84
61045	10/13/2020	Celeste Haueter	Cleared	\$61.25	4100-010-71	Approved Textbooks and Core Curricula Materials	\$61.25
61047	10/13/2020	Internal Revenue Service Center	Outstanding	\$485.96	5873-010-84	Financial Services	\$485.96
61048	10/13/2020	Inspyr Arts LLC	Cleared	\$70.00	4100-010-71	Approved Textbooks and Core Curricula Materials	\$35.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$35.00

61046	10/13/2020	Hands 4 Building LLC	Cleared	\$147.99	4100-010-71	Approved Textbooks and Core Curricula Materials	\$147.99
61050	10/13/2020	Independent Minds Academy	Outstanding	\$4,360.00	4100-010-71	Approved Textbooks and Core Curricula Materials	\$280.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$300.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$280.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$300.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$280.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$280.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$300.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$300.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$280.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$300.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$300.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$280.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$280.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$300.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$300.00
61035	10/13/2020	Alicia Ellsworth	Cleared	\$200.00	4100-010-71	Approved Textbooks and Core Curricula Materials	\$200.00
61023	10/13/2020	Jamie Butterworth	Cleared	\$288.75	4100-010-71	Approved Textbooks and Core Curricula Materials	\$63.75
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$225.00
61015	10/13/2020	Amy Morton Brain	Cleared	\$1,275.00	4100-010-71	Approved Textbooks and Core Curricula Materials	\$300.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$225.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$225.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$300.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$225.00

61064	10/13/2020	Activities For Learning	Cleared	\$760.38	4100-010-71	Approved Textbooks and Core Curricula Materials	\$330.28
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$430.10
61024	10/13/2020	BK Interactive LLC	Cleared	\$49,483.00	4101-020-64-203	Curriculum Assessment and Software	\$16,495.00
					4101-070-64-203	Curriculum Assessment and Software	\$16,494.00
					4101-040-64-203	Curriculum Assessment and Software	\$16,494.00
61051	10/13/2020	Loree Capper	Cleared	\$50.00	4100-010-71	Approved Textbooks and Core Curricula Materials	\$25.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$25.00
61052	10/13/2020	Middletown Art Center	Cleared	\$320.00	4100-010-71	Approved Textbooks and Core Curricula Materials	\$40.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$80.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$40.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$40.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$40.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$40.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$40.00
61025	10/13/2020	C3 Classes, LLC	Cleared	\$598.00	4100-010-71	Approved Textbooks and Core Curricula Materials	\$299.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$299.00
61016	10/13/2020	Aquarium of the Pacific	Cleared	\$150.00	5830-010-90	Field Trip Expenses	\$150.00
61054	10/13/2020	MEL Science	Cleared	\$314.10	4100-010-71	Approved Textbooks and Core Curricula Materials	\$314.10
61017	10/13/2020	Alina E. Solodovnikova-Adams	Cleared	\$335.00	4100-010-71	Approved Textbooks and Core Curricula Materials	\$150.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$185.00
61037	10/13/2020	Fresh Education, Inc.	Cleared	\$2,760.00	4100-010-71	Approved Textbooks and Core Curricula Materials	\$240.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$300.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$300.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$240.00

					4100-010-71	Approved Textbooks and Core Curricula Materials	\$300.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$240.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$240.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$240.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$300.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$60.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$60.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$240.00
61022	10/13/2020	Susan M. Byrnes	Cleared	\$335.00	4100-010-71	Approved Textbooks and Core Curricula Materials	\$80.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$120.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$135.00
61049	10/13/2020	Brandy Lucky	Cleared	\$210.00	4100-010-71	Approved Textbooks and Core Curricula Materials	\$52.50
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$52.50
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$52.50
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$52.50
61036	10/13/2020	Laura Fischer	Cleared	\$965.00	4100-010-71	Approved Textbooks and Core Curricula Materials	\$140.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$125.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$140.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$140.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$140.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$140.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$140.00
61044	10/13/2020	Huckleberry Center For Creative Learning	Cleared	\$1,048.34	4100-010-71	Approved Textbooks and Core Curricula Materials	\$100.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$98.00

					4100-010-71	Approved Textbooks and Core Curricula Materials	\$111.33
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$103.33
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$110.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$102.67
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$90.33
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$110.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$111.34
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$111.34
61020	10/13/2020	B&B Wenneberg Inc.	Cleared	\$500.00	4100-010-71	Approved Textbooks and Core Curricula Materials	\$250.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$250.00
61042	10/13/2020	Lynn S. Graf	Cleared	\$700.00	4100-010-71	Approved Textbooks and Core Curricula Materials	\$350.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$350.00
61082	10/13/2020	WM Music Lessons	Cleared	\$690.00	4100-010-71	Approved Textbooks and Core Curricula Materials	\$100.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$75.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$75.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$75.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$30.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$60.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$75.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$50.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$75.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$75.00
61027	10/13/2020	Coastal Music Studios	Cleared	\$140.00	4100-010-71	Approved Textbooks and Core Curricula Materials	\$140.00
61040	10/13/2020	Galaxy Kids LLC	Cleared	\$462.00	4100-010-71	Approved Textbooks and Core Curricula Materials	\$125.00

					4100-010-71	Approved Textbooks and Core Curricula Materials	\$125.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$212.00
61073	10/13/2020	Elizabeth Skopp	Cleared	\$450.00	4100-010-71	Approved Textbooks and Core Curricula Materials	\$75.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$75.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$75.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$75.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$75.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$75.00
61075	10/13/2020	South Bay Art Department, LLC	Cleared	\$100.00	4100-010-71	Approved Textbooks and Core Curricula Materials	\$100.00
61076	10/13/2020	Erin Tator	Cleared	\$425.00	4100-010-71	Approved Textbooks and Core Curricula Materials	\$67.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$45.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$67.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$45.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$67.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$67.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$67.00
61077	10/13/2020	Tri-Valley CS LLC	Outstanding	\$793.60	4100-010-71	Approved Textbooks and Core Curricula Materials	\$202.50
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$225.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$107.10
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$259.00
61078	10/13/2020	Vermilion Labs LLC	Outstanding	\$287.73	4100-010-71	Approved Textbooks and Core Curricula Materials	\$287.73
61081	10/13/2020	Viva Learning Community	Cleared	\$3,343.00	4100-010-71	Approved Textbooks and Core Curricula Materials	\$274.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$274.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$274.00

					4100-010-71	Approved Textbooks and Core Curricula Materials	\$274.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$274.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$55.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$274.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$274.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$274.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$274.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$274.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$274.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$274.00
61079	10/13/2020	Valverde School of Performing Arts	Cleared	\$351.00	4100-010-71	Approved Textbooks and Core Curricula Materials	\$108.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$243.00
61080	10/13/2020	Village Music School	Cleared	\$912.00	4100-010-71	Approved Textbooks and Core Curricula Materials	\$152.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$152.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$304.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$304.00
61072	10/13/2020	Stephanie Reyes	Cleared	\$1,260.00	4100-010-71	Approved Textbooks and Core Curricula Materials	\$80.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$80.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$80.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$140.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$80.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$80.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$140.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$140.00

					4100-010-71	Approved Textbooks and Core Curricula Materials	\$80.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$80.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$140.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$140.00
61069	10/13/2020	Smart Sprouts	Outstanding	\$512.00	4100-010-71	Approved Textbooks and Core Curricula Materials	\$112.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$96.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$112.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$96.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$96.00
61071	10/13/2020	Step 2 This Dance & Performing Arts	Cleared	\$690.75	4100-010-71	Approved Textbooks and Core Curricula Materials	\$65.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$60.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$60.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$55.25
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$65.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$55.25
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$65.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$210.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$55.25
61070	10/13/2020	Sylvan Learning Centers	Cleared	\$60.00	4100-010-71	Approved Textbooks and Core Curricula Materials	\$60.00
61066	10/13/2020	Specialized Therapy Services	Cleared	\$95.00	5810-040-65	Educational Consultants	\$95.00
61068	10/13/2020	Rebecca Scott	Cleared	\$402.75	4100-010-71	Approved Textbooks and Core Curricula Materials	\$116.25
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$53.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$61.25
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$53.00

					4100-010-71	Approved Textbooks and Core Curricula Materials	\$66.25
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$53.00
61067	10/13/2020	Samara Rice	Cleared	\$248.00	4100-010-71	Approved Textbooks and Core Curricula Materials	\$124.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$124.00
61013	10/13/2020	Adventures For Young Explorers	Cleared	\$925.50	4100-010-71	Approved Textbooks and Core Curricula Materials	\$45.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$90.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$45.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$22.50
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$45.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$45.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$45.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$45.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$45.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$45.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$48.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$90.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$22.50
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$22.50
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$45.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$45.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$45.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$45.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$45.00

61065	10/13/2020	Riff's Music	Cleared	\$1,137.50	4100-010-71	Approved Textbooks and Core Curricula Materials	\$130.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$97.50
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$130.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$130.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$130.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$195.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$195.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$130.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$130.00
61084	10/15/2020	Royal Staffing Services	Cleared	\$998.40	5800-010-87	Professional/Consulting Services and Operating Expenditures	\$998.40
61085	10/15/2020	School Services of California Inc.	Cleared	\$1,100.00	8699-010-00	All Other Local Revenue	\$1,100.00
61087	10/20/2020	EdTech 101	Cleared	\$7,974.98	4430-010-62-203	Noncapitalized Student Equipment	\$298.58
					4400-010-62-203	Noncapitalized Equipment	\$45.18
					4400-010-62-203	Noncapitalized Equipment	\$45.18
					4430-010-62-203	Noncapitalized Student Equipment	\$298.58
					4430-010-62-203	Noncapitalized Student Equipment	\$298.58
					4430-010-62-203	Noncapitalized Student Equipment	\$298.58
					4430-010-62-203	Noncapitalized Student Equipment	\$298.58
					4430-010-62-203	Noncapitalized Student Equipment	\$298.58
					4430-010-62-203	Noncapitalized Student Equipment	\$298.58
					4430-010-62-203	Noncapitalized Student Equipment	\$298.58
					4430-010-62-203	Noncapitalized Student Equipment	\$298.58
					4430-010-62-203	Noncapitalized Student Equipment	\$298.58
					4430-010-62-203	Noncapitalized Student Equipment	\$298.58
					4430-010-62-203	Noncapitalized Student Equipment	\$298.58
					4400-010-62-203	Noncapitalized Equipment	\$45.18
					4430-010-62-203	Noncapitalized Student Equipment	\$298.58

					4430-010-62-203	Noncapitalized Student Equipment	\$298.58
					4430-010-62-203	Noncapitalized Student Equipment	\$298.58
					4430-010-62-203	Noncapitalized Student Equipment	\$298.58
					4400-010-62-203	Noncapitalized Equipment	\$31.18
					4430-010-62-203	Noncapitalized Student Equipment	\$298.58
					4430-010-62-203	Noncapitalized Student Equipment	\$298.58
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					4430-010-62-203	Noncapitalized Student Equipment	\$298.58
					4430-010-62-203	Noncapitalized Student Equipment	\$298.58
					4400-010-62-203	Noncapitalized Equipment	\$45.18
61086	10/20/2020	Association for Supervision & Curriculum Development	Cleared	\$12,654.00	5210-010-62-302	Training and Development Expense	\$12,654.00
61088	10/20/2020	Fusion, LLC	Cleared	\$620.70	5900-010-86	Communications (Tele., Internet, Copies,Postage,Messenger)	\$620.70
61089	10/20/2020	PresenceLearning, Inc.	Cleared	\$231,703.00	5810-040-65	Educational Consultants	\$69,752.60
					5810-020-65	Educational Consultants	\$56,757.24
					5810-020-66	Educational Consultants	\$24,328.82
					5810-070-65	Educational Consultants	\$35,682.26
					5810-040-66	Educational Consultants	\$29,889.69
					5810-070-66	Educational Consultants	\$15,292.39
61092	10/20/2020	Yarjianian & Associates, PC	Cleared	\$3,200.00	5807-070-80	Legal Settlements	\$3,200.00

61091	10/20/2020	Danielle Valencia	Cleared	\$20.00	5901-010-71	Scholar Internet Reimbursement	\$20.00
61090	10/20/2020	San Joaquin County Of Education	Cleared	\$4,000.00	5877-010-64-203	IT Services	\$4,000.00
61094	10/22/2020	Amplio Speech, Inc.	Cleared	\$8,905.40	5810-020-65	Educational Consultants	\$3,027.84
					5810-040-65	Educational Consultants	\$2,849.72
					5810-070-65	Educational Consultants	\$3,027.84
61095	10/22/2020	Barbara Bird	Cleared	\$1,690.00	5810-070-65	Educational Consultants	\$1,690.00
61093	10/22/2020	Allstate Building & Office Maintenance, Inc.	Cleared	\$500.00	5500-010-84	Operation and Housekeeping Services	\$500.00
61113	10/22/2020	Wellness for Educators	Cleared	\$5,000.00	5210-010-62-402	Training and Development Expense	\$5,000.00
61114	10/22/2020	Law Office of Young, Minney & Corr	Cleared	\$52,511.57	5805-010-80	Legal Services	(\$1,789.43)
					5805-010-65	Legal Services	\$7,844.00
					5805-010-80	Legal Services	\$46,457.00
61109	10/22/2020	Kim Powell	Cleared	\$1,690.00	5810-070-65	Educational Consultants	\$1,690.00
61099	10/22/2020	Edgility Consulting	Cleared	\$20,000.00	5800-010-80	Professional/Consulting Services and Operating Expenditures	\$20,000.00
61115	10/22/2020	Avani Zaidi MSPT	Cleared	\$1,225.00	5810-040-65	Educational Consultants	\$1,225.00
61100	10/22/2020	Global Teletherapy	Cleared	\$22,466.00	5810-070-65	Educational Consultants	\$4,247.66
					5810-020-66	Educational Consultants	\$3,153.33
					5810-040-66	Educational Consultants	\$3,666.67
					5810-070-66	Educational Consultants	\$513.33
					5810-020-65	Educational Consultants	\$3,080.00
					5810-040-65	Educational Consultants	\$7,805.01
61101	10/22/2020	Gary Garrigues, Esq.	Cleared	\$9,503.75	5805-010-80	Legal Services	\$9,503.75
61102	10/22/2020	Garner Holt Education Through Imagination, LLC	Cleared	\$960.00	5830-010-90-403	Field Trip Expenses	\$960.00
61103	10/22/2020	Infinity Kids	Cleared	\$320.00	5810-020-65	Educational Consultants	\$320.00
61104	10/22/2020	Kids Institute for Development and Advancement LLC	Cleared	\$910.00	5810-020-65	Educational Consultants	\$520.00
					5810-020-65	Educational Consultants	\$390.00

61097	10/22/2020	Jenna D. Duvall	Cleared	\$1,125.00	5810-040-65	Educational Consultants	\$1,125.00
61098	10/22/2020	Discovery Education Inc.	Cleared	\$4,517.50	4102-010-62-303	Supplemental Curriculum	\$4,517.50
61110	10/22/2020	Royal Staffing Services	Cleared	\$673.92	5800-010-87	Professional/Consulting Services and Operating Expenditures	\$673.92
61111	10/22/2020	Sparkletts	Cleared	\$42.99	4300-010-84	Materials and Supplies	\$42.99
61112	10/22/2020	The Sawdust Factory	Cleared	\$1,134.00	5830-010-90-403	Field Trip Expenses	\$1,134.00
61108	10/22/2020	PresenceLearning, Inc.	Cleared	\$378.12	5810-040-66	Educational Consultants	\$97.71
					5810-020-66	Educational Consultants	\$97.71
					5810-070-65	Educational Consultants	\$85.00
					5810-070-66	Educational Consultants	\$97.70
61096	10/22/2020	Baketivity Corp	Cleared	\$1,525.07	5830-010-90-403	Field Trip Expenses	\$1,525.07
61107	10/22/2020	MomsLA, LLC	Cleared	\$250.00	5815-010-80	Advertising/Recruiting	\$250.00
61106	10/22/2020	Little Hands Therapy Staffing, Inc.	Cleared	\$3,416.25	5810-070-65	Educational Consultants	\$3,416.25
61105	10/22/2020	The LaunchPad Therapy for Kids	Cleared	\$67.50	5810-020-65	Educational Consultants	\$67.50
61136	10/27/2020	Institute for Excellence in Writing	Cleared	\$174.01	4100-010-71	Approved Textbooks and Core Curricula Materials	\$174.01
61139	10/27/2020	Kidz Rock LLC	Cleared	\$315.00	4100-010-71	Approved Textbooks and Core Curricula Materials	\$135.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$180.00
61129	10/27/2020	Eat2Explore	Cleared	\$314.54	4100-010-71	Approved Textbooks and Core Curricula Materials	\$314.54
61140	10/27/2020	Karen Fournier	Cleared	\$560.00	4100-010-71	Approved Textbooks and Core Curricula Materials	\$280.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$280.00
61141	10/27/2020	Lakeshore Learning Materials	Cleared	\$1,343.19	4100-010-71	Approved Textbooks and Core Curricula Materials	\$367.30
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$330.60
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$28.63
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$336.61

					4100-010-71	Approved Textbooks and Core Curricula Materials	\$280.05
61130	10/27/2020	Educational Development Corporation	Cleared	\$343.66	4100-010-71	Approved Textbooks and Core Curricula Materials	\$131.16
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$212.50
61131	10/27/2020	Fat Brain Toys	Cleared	\$117.30	4100-010-71	Approved Textbooks and Core Curricula Materials	\$117.30
61119	10/27/2020	American Martial Arts Academy	Cleared	\$99.00	4100-010-71	Approved Textbooks and Core Curricula Materials	\$99.00
61142	10/27/2020	Logic of English	Cleared	\$625.14	4100-010-71	Approved Textbooks and Core Curricula Materials	\$119.13
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$162.61
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$158.39
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$185.01
61120	10/27/2020	Barnes & Noble, Inc.	Cleared	\$66.89	4100-010-71	Approved Textbooks and Core Curricula Materials	\$37.73
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$14.58
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$14.58
61117	10/27/2020	A Tree of Knowledge Educational Services, Inc	Outstanding	\$335.00	4100-010-71	Approved Textbooks and Core Curricula Materials	\$200.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$135.00
61143	10/27/2020	Math-U-See, Inc.	Cleared	\$434.69	4100-010-71	Approved Textbooks and Core Curricula Materials	\$265.90
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$168.79
61133	10/27/2020	Generation Genius, Inc	Cleared	\$120.00	4100-010-71	Approved Textbooks and Core Curricula Materials	\$120.00
61144	10/27/2020	McRuffy Press, LLC	Cleared	\$155.20	4100-010-71	Approved Textbooks and Core Curricula Materials	\$155.20
61145	10/27/2020	MEL Science	Outstanding	\$907.40	4100-010-71	Approved Textbooks and Core Curricula Materials	\$314.10
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$314.10
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$279.20
61134	10/27/2020	Home Science Tools	Cleared	\$197.40	4100-010-71	Approved Textbooks and Core Curricula Materials	\$121.68
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$75.72
61152	10/27/2020	Activities For Learning	Cleared	\$430.10	4100-010-71	Approved Textbooks and Core Curricula Materials	\$430.10

61153	10/27/2020	Brick Math	Cleared	\$139.10	4100-010-71	Approved Textbooks and Core Curricula Materials	\$139.10
61154	10/27/2020	Rhythms Performing Arts	Cleared	\$616.00	4100-010-71	Approved Textbooks and Core Curricula Materials	\$216.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$300.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$100.00
61116	10/27/2020	The Animation Course, LLC	Cleared	\$787.50	4100-010-71	Approved Textbooks and Core Curricula Materials	\$350.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$350.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$87.50
61151	10/27/2020	Rainbow Resource Center	Cleared	\$13,860.91	4100-010-71	Approved Textbooks and Core Curricula Materials	\$177.75
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$316.17
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$238.13
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$321.15
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$124.11
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$212.96
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$18.32
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$175.63
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$34.83
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$521.41
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$264.27
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$224.04
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$345.49
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$79.20
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$159.19
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$32.52
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$50.83

4100-010-71	Approved Textbooks and Core Curricula Materials	\$33.99
4100-010-71	Approved Textbooks and Core Curricula Materials	\$51.34
4100-010-71	Approved Textbooks and Core Curricula Materials	\$108.27
4100-010-71	Approved Textbooks and Core Curricula Materials	\$105.12
4100-010-71	Approved Textbooks and Core Curricula Materials	\$30.07
4100-010-71	Approved Textbooks and Core Curricula Materials	\$40.69
4100-010-71	Approved Textbooks and Core Curricula Materials	\$372.70
4100-010-71	Approved Textbooks and Core Curricula Materials	\$42.76
4100-010-71	Approved Textbooks and Core Curricula Materials	\$254.97
4100-010-71	Approved Textbooks and Core Curricula Materials	\$463.56
4100-010-71	Approved Textbooks and Core Curricula Materials	\$251.36
4100-010-71	Approved Textbooks and Core Curricula Materials	\$35.23
4100-010-71	Approved Textbooks and Core Curricula Materials	\$224.72
4100-010-71	Approved Textbooks and Core Curricula Materials	\$465.63
4100-010-71	Approved Textbooks and Core Curricula Materials	\$67.42
4100-010-71	Approved Textbooks and Core Curricula Materials	\$32.76
4100-010-71	Approved Textbooks and Core Curricula Materials	\$440.89
4100-010-71	Approved Textbooks and Core Curricula Materials	\$94.34
4100-010-71	Approved Textbooks and Core Curricula Materials	\$431.83
4100-010-71	Approved Textbooks and Core Curricula Materials	\$253.97
4100-010-71	Approved Textbooks and Core Curricula Materials	\$152.49
4100-010-71	Approved Textbooks and Core Curricula Materials	\$201.95
4100-010-71	Approved Textbooks and Core Curricula Materials	\$244.07
4100-010-71	Approved Textbooks and Core Curricula Materials	\$213.93

4100-010-71	Approved Textbooks and Core Curricula Materials	\$186.18
4100-010-71	Approved Textbooks and Core Curricula Materials	\$118.29
4100-010-71	Approved Textbooks and Core Curricula Materials	\$211.50
4100-010-71	Approved Textbooks and Core Curricula Materials	\$158.88
4100-010-71	Approved Textbooks and Core Curricula Materials	\$90.49
4100-010-71	Approved Textbooks and Core Curricula Materials	\$66.69
4100-010-71	Approved Textbooks and Core Curricula Materials	\$204.29
4100-010-71	Approved Textbooks and Core Curricula Materials	\$13.81
4100-010-71	Approved Textbooks and Core Curricula Materials	\$36.12
4100-010-71	Approved Textbooks and Core Curricula Materials	\$49.41
4100-010-71	Approved Textbooks and Core Curricula Materials	\$44.08
4100-010-71	Approved Textbooks and Core Curricula Materials	\$56.24
4100-010-71	Approved Textbooks and Core Curricula Materials	\$46.13
4100-010-71	Approved Textbooks and Core Curricula Materials	\$231.91
4100-010-71	Approved Textbooks and Core Curricula Materials	\$559.93
4100-010-71	Approved Textbooks and Core Curricula Materials	\$904.30
4100-010-71	Approved Textbooks and Core Curricula Materials	\$222.82
4100-010-71	Approved Textbooks and Core Curricula Materials	\$106.18
4100-010-71	Approved Textbooks and Core Curricula Materials	\$242.88
4100-010-71	Approved Textbooks and Core Curricula Materials	\$175.84
4100-010-71	Approved Textbooks and Core Curricula Materials	\$574.22
4100-010-71	Approved Textbooks and Core Curricula Materials	\$83.69
4100-010-71	Approved Textbooks and Core Curricula Materials	\$93.98
4100-010-71	Approved Textbooks and Core Curricula Materials	\$208.77

					4100-010-71	Approved Textbooks and Core Curricula Materials	\$118.51
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$306.17
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$126.47
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$51.96
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$83.90
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$325.89
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$30.50
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$189.34
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$31.48
61132	10/27/2020	Global Student Network	Cleared	\$1,154.00	4100-010-71	Approved Textbooks and Core Curricula Materials	\$335.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$335.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$335.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$149.00
61124	10/27/2020	A Child's Dream	Cleared	\$2,903.79	4100-010-71	Approved Textbooks and Core Curricula Materials	\$549.85
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$259.45
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$152.45
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$69.40
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$75.85
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$132.73
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$343.05
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$110.90
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$250.90
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$26.90
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$73.87

					4100-010-71	Approved Textbooks and Core Curricula Materials	\$113.85
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$226.70
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$104.85
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$93.95
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$64.80
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$205.40
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$48.89
61158	10/27/2020	Teachers Synergy LLC	Cleared	\$1,979.57	4100-010-71	Approved Textbooks and Core Curricula Materials	\$34.32
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$133.74
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$75.89
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$690.98
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$352.98
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$162.89
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$528.77
61118	10/27/2020	ABC Crate, LLC	Cleared	\$463.00	4100-010-71	Approved Textbooks and Core Curricula Materials	\$151.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$312.00
61156	10/27/2020	STEM World Pasadena LLC	Cleared	\$149.50	4100-010-71	Approved Textbooks and Core Curricula Materials	\$149.50
61157	10/27/2020	Teaching Textbooks	Cleared	\$2,869.34	4100-010-71	Approved Textbooks and Core Curricula Materials	\$43.08
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$112.26
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$43.08
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$43.08
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$43.08
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$43.08
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$43.08

4100-010-71	Approved Textbooks and Core Curricula Materials	\$43.08
4100-010-71	Approved Textbooks and Core Curricula Materials	\$100.26
4100-010-71	Approved Textbooks and Core Curricula Materials	\$43.08
4100-010-71	Approved Textbooks and Core Curricula Materials	\$174.90
4100-010-71	Approved Textbooks and Core Curricula Materials	\$67.08
4100-010-71	Approved Textbooks and Core Curricula Materials	\$67.08
4100-010-71	Approved Textbooks and Core Curricula Materials	\$43.08
4100-010-71	Approved Textbooks and Core Curricula Materials	\$67.08
4100-010-71	Approved Textbooks and Core Curricula Materials	\$43.08
4100-010-71	Approved Textbooks and Core Curricula Materials	\$271.29
4100-010-71	Approved Textbooks and Core Curricula Materials	\$43.08
4100-010-71	Approved Textbooks and Core Curricula Materials	\$55.08
4100-010-71	Approved Textbooks and Core Curricula Materials	\$43.08
4100-010-71	Approved Textbooks and Core Curricula Materials	\$67.08
4100-010-71	Approved Textbooks and Core Curricula Materials	\$172.88
4100-010-71	Approved Textbooks and Core Curricula Materials	\$57.18
4100-010-71	Approved Textbooks and Core Curricula Materials	\$43.08
4100-010-71	Approved Textbooks and Core Curricula Materials	\$43.08
4100-010-71	Approved Textbooks and Core Curricula Materials	\$67.08
4100-010-71	Approved Textbooks and Core Curricula Materials	\$55.08
4100-010-71	Approved Textbooks and Core Curricula Materials	\$43.08
4100-010-71	Approved Textbooks and Core Curricula Materials	\$43.08
4100-010-71	Approved Textbooks and Core Curricula Materials	\$43.08
4100-010-71	Approved Textbooks and Core Curricula Materials	\$207.88

					4100-010-71	Approved Textbooks and Core Curricula Materials	\$112.26
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$67.08
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$152.03
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$43.08
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$55.08
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$55.08
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$55.08
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$55.08
61159	10/27/2020	Trinity Cristo Rey Church	Outstanding	\$3,375.00	5600-010-93	Space Rental/Leases Expense	(\$1,125.00)
					5600-010-93	Space Rental/Leases Expense	\$4,500.00
61160	10/27/2020	Water Court, LLC	Cleared	\$9,246.03	5600-010-84	Space Rental/Leases Expense	\$9,246.03
61161	10/27/2020	Youth Digital Arts Cyber School	Cleared	\$1,120.99	4100-010-71	Approved Textbooks and Core Curricula Materials	\$310.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$345.99
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$310.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$155.00
61128	10/27/2020	Edgenuity Inc.	Cleared	\$3,575.00	4100-010-71	Approved Textbooks and Core Curricula Materials	\$1,625.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$325.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$325.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$1,300.00
61127	10/27/2020	Education.com Holdings, Inc.	Outstanding	\$839.40	4100-010-71	Approved Textbooks and Core Curricula Materials	\$59.94
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$60.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$60.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$119.88
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$60.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$59.94

					4100-010-71	Approved Textbooks and Core Curricula Materials	\$119.88
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$59.94
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$119.88
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$60.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$59.94
61135	10/27/2020	Huckleberry Center For Creative Learning	Cleared	\$282.32	4100-010-71	Approved Textbooks and Core Curricula Materials	\$102.66
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$90.33
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$89.33
61123	10/27/2020	Bitsbox	Cleared	\$455.40	4100-010-71	Approved Textbooks and Core Curricula Materials	\$455.40
61122	10/27/2020	Beautiful Feet Books, Inc.	Cleared	\$97.18	4100-010-71	Approved Textbooks and Core Curricula Materials	\$97.18
61147	10/27/2020	Ocean First Education, LLC	Outstanding	\$99.95	4100-010-71	Approved Textbooks and Core Curricula Materials	\$99.95
61148	10/27/2020	Pandia Press	Cleared	\$151.97	4100-010-71	Approved Textbooks and Core Curricula Materials	\$151.97
61149	10/27/2020	Edith Penn	Cleared	\$122.00	4100-010-71	Approved Textbooks and Core Curricula Materials	\$122.00
61150	10/27/2020	Quill Corporation	Cleared	\$5,264.82	4100-010-71	Approved Textbooks and Core Curricula Materials	\$77.93
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$54.92
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$142.81
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$66.28
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$70.08
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$110.70
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$78.21
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$24.58
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$57.12
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$64.41
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$53.72

4100-010-71	Approved Textbooks and Core Curricula Materials	\$93.96
4100-010-71	Approved Textbooks and Core Curricula Materials	\$142.98
4100-010-71	Approved Textbooks and Core Curricula Materials	\$16.74
4100-010-71	Approved Textbooks and Core Curricula Materials	\$89.45
4100-010-71	Approved Textbooks and Core Curricula Materials	\$57.87
4100-010-71	Approved Textbooks and Core Curricula Materials	\$57.87
4100-010-71	Approved Textbooks and Core Curricula Materials	\$94.99
4100-010-71	Approved Textbooks and Core Curricula Materials	\$74.89
4100-010-71	Approved Textbooks and Core Curricula Materials	\$104.71
4100-010-71	Approved Textbooks and Core Curricula Materials	\$52.15
4100-010-71	Approved Textbooks and Core Curricula Materials	\$157.86
4100-010-71	Approved Textbooks and Core Curricula Materials	\$277.75
4100-010-71	Approved Textbooks and Core Curricula Materials	\$148.10
4100-010-71	Approved Textbooks and Core Curricula Materials	\$154.75
4100-010-71	Approved Textbooks and Core Curricula Materials	\$9.58
4100-010-71	Approved Textbooks and Core Curricula Materials	\$110.33
4100-010-71	Approved Textbooks and Core Curricula Materials	\$110.70
4100-010-71	Approved Textbooks and Core Curricula Materials	\$63.79
4100-010-71	Approved Textbooks and Core Curricula Materials	\$96.20
4100-010-71	Approved Textbooks and Core Curricula Materials	\$110.70
4100-010-71	Approved Textbooks and Core Curricula Materials	\$22.36
4100-010-71	Approved Textbooks and Core Curricula Materials	\$128.15
4100-010-71	Approved Textbooks and Core Curricula Materials	\$30.87
4100-010-71	Approved Textbooks and Core Curricula Materials	\$89.26

					4100-010-71	Approved Textbooks and Core Curricula Materials	\$46.37
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$57.87
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$72.57
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$104.74
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$90.67
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$93.19
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$89.20
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$70.89
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$151.11
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$67.56
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$191.60
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$37.73
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$53.55
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$48.42
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$55.66
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$93.73
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$54.92
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$54.94
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$131.86
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$112.55
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$144.71
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$204.75
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$139.46
61155	10/27/2020	Rebecca Scott	Cleared	\$198.75	4100-010-71	Approved Textbooks and Core Curricula Materials	\$66.25

					4100-010-71	Approved Textbooks and Core Curricula Materials	\$66.25
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$66.25
61121	10/27/2020	Brave Writer LLC	Cleared	\$258.00	4100-010-71	Approved Textbooks and Core Curricula Materials	\$129.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$129.00
61126	10/27/2020	EMH Sports USA Inc	Outstanding	\$2,295.00	5810-040-65	Educational Consultants	\$1,190.00
					5810-020-65	Educational Consultants	\$170.00
					5810-070-65	Educational Consultants	\$935.00
61146	10/27/2020	Miaplaza Inc.	Outstanding	\$248.00	4100-010-71	Approved Textbooks and Core Curricula Materials	\$120.00
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$128.00
61138	10/27/2020	KiwiCo, Inc	Cleared	\$9,404.45	4100-010-71	Approved Textbooks and Core Curricula Materials	\$441.78
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$64.65
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$118.53
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$448.95
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$486.95
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$120.45
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$64.65
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$64.65
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$221.91
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$710.44
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$220.89
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$339.41
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$349.54
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$441.78
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$119.08
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$223.45

					4100-010-71	Approved Textbooks and Core Curricula Materials	\$357.23
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$219.86
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$221.91
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$220.89
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$452.03
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$220.89
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$221.91
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$222.94
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$240.90
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$220.89
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$65.25
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$220.89
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$119.63
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$182.85
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$224.48
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$64.65
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$118.53
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$452.03
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$222.94
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$117.98
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$239.25
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$339.41
61125	10/27/2020	Elemental Science	Cleared	\$101.69	4100-010-71	Approved Textbooks and Core Curricula Materials	\$35.19
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$66.50

61137	10/27/2020	JackKris Publishing, LLC	Cleared	\$129.91	4100-010-71	Approved Textbooks and Core Curricula Materials	\$39.09
					4100-010-71	Approved Textbooks and Core Curricula Materials	\$90.82
Total Check Amount				\$827,675.76	Total GL Amount		\$827,675.76



2020/21 Budget 1st Interim Revision



Budget Summary

Compass Charter Schools

Budget Summary

2020-21 Home Office Budget - Revised November 2020

Code Description		Yolo		San Diego		Los Angeles		Total					
Revenue													
	State	\$	6,024,674.63		\$	12,393,074.39		\$	8,832,483.26		27,250,232		
	Federal	\$	180,576.77		\$	602,049.25		\$	561,419.80		1,344,046		
	Local	\$	14,678.90		\$	77,049.94		\$	16,300.13		108,028		
Total Revenue			\$	6,219,930.30		\$	13,072,173.58		\$	9,410,203.19		\$	28,702,306

Expenses

1000	Certificated Salaries	\$	1,990,657.42	36%	\$	4,648,266.14	38%	\$	3,011,688.22	34%	9,650,612	35%
2000	Classified Salaries	\$	496,344.32	9%	\$	1,085,146.59	9%	\$	750,924.96	8%	2,332,416	9%
3000	Benefits	\$	832,465.90	15%	\$	1,824,589.70	15%	\$	1,259,447.11	14%	3,916,503	14%
Total Personnel Expenses		\$	3,319,467.64	60%	\$	7,558,002.44	61%	\$	5,022,060.29	57%	15,899,530	58.3%
4000	Books and Supplies	\$	1,513,870.53	27%	\$	3,339,259.90	27%	\$	2,446,471.92	28%	7,299,602	27%
5000	Services and Other Operating Expenses	\$	678,899.50	12%	\$	1,469,622.80	12%	\$	1,415,186.55	16%	4,058,709	15%
6000	Capital Outlay											
7000	Other Outgoing											
Total Expenses			\$ 5,512,237.68			\$ 12,366,885.13			\$ 8,883,718.76		\$ 27,257,842	

Surplus / (Deficit)	\$ 707,692.63		\$ 705,288.45		\$ 526,484.43		\$ 1,444,465
As a % of LCFF revenue	12.95%		6.26%		6.68%		5.87%
As a % of Total expenses	12.84%		5.70%		5.93%		5.30%

Beginning Balance	\$ 276,731.15		\$ 568,013.61		\$ 401,054.80		\$ 7,311,522.46
CMO ContriBution	\$ (438,103.08)		\$ (147,047.86)		\$ (139,055.03)		
Ending Balance	\$ 546,320.70	10%	\$ 1,126,254.20	10%	\$ 788,484.20	10%	\$ 8,755,987.97

<u>SB-740 Funding Determination Test:</u>				
Certificated Salaries (40% req.):	50.15%	55.96%	52.55%	51.66%
Instructional Costs (80% req.):	80.97%	86.97%	84.91%	81.58%
Cert Salaries Met/Not Met:	Met	Met	Met	Met
Instr. Costs Met/Not Met	Met	Met	Met	Met

Student Info

Compass Charter Schools

Student Input

2020-21 Home Office Budget - Revised November 2020

	Yolo	San Diego	Los Angeles	Total
Enrollment By Grade				
Kindergarten	99	114	89	302
Grade 1	77	68	60	205
Grade 2	64	106	69	239
Grade 3	70	85	66	221
Grade 4	56	116	74	246
Grade 5	53	99	72	224
Grade 6	67	117	68	252
Grade 7	57	144	93	294
Grade 8	40	151	113	304
Grade 9	24	83	52	159
Grade 10	24	126	71	221
Grade 11	19	87	60	166
Grade 12	23	59	68	150
Other Enrollment (Grade 12+, etc.)		-	-	-
Total Enrollment	673	1,355	955	2,983
	22.6%	45.4%	32.0%	

Daily Attendance Rate

Kindergarten	97.0%	97.0%	97.0%	
Grade 1	97.0%	97.0%	97.0%	
Grade 2	97.0%	97.0%	97.0%	
Grade 3	97.0%	97.0%	97.0%	
Grade 4	97.0%	97.0%	97.0%	
Grade 5	97.0%	97.0%	97.0%	
Grade 6	96.0%	96.0%	96.0%	
Grade 7	96.0%	96.0%	96.0%	
Grade 8	96.0%	96.0%	96.0%	
Grade 9	95.0%	95.0%	95.0%	
Grade 10	95.0%	95.0%	95.0%	
Grade 11	95.0%	95.0%	95.0%	
Grade 12	95.0%	95.0%	95.0%	
Other Enrollment (Grade 12+, etc.)	95.0%	95.0%	95.0%	
Average Daily Attendance Rate	96.07%	96.07%	96.07%	

Student Info

Average Daily Attendance by Grade

Kindergarten	96.0	110.6	86.3	292.9
Grade 1	74.7	66.0	58.2	198.9
Grade 2	62.1	102.8	66.9	231.8
Grade 3	67.9	82.5	64.0	214.4
Grade 4	54.3	112.5	71.8	238.6
Grade 5	51.4	96.0	69.8	217.3
Grade 6	64.3	112.3	65.3	241.9
Grade 7	54.7	138.2	89.3	282.2
Grade 8	38.4	145.0	108.5	291.8
Grade 9	22.8	78.9	49.4	151.1
Grade 10	22.8	119.7	67.5	210.0
Grade 11	18.1	82.7	57.0	157.7
Grade 12	21.9	56.1	64.6	142.5
Other Enrollment (Grade 12+, etc.)				
Average Overall Daily Attendance	649.4	1,303.1	918.6	2,871.1

Average Daily Attendance by Grade Range

P2 Final

ADA Grades K-3	282.07	339.21	241.47	862.75
ADA Grades 4-6	166.04	306.32	192.84	665.20
ADA Grades 7-8	90.96	259.90	181.05	531.91
ADA Grades 9-12	72.17	312.37	217.76	602.30
Average Overall Daily Attendance	611.24	1,217.80	833.12	2,662.16

Unduplicated Pupil Percent	33.56%	43.49%	54.07%	43.71%
Unduplicated Pupil Count	225.86	589.29	516.37	1,331.52

Prior Year P2 ADA	618.26	1,127.79	847.95	
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Total PTR Neded	26	52	37	
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Compass Charter Schools

Revenue

2020-21 Home Office Budget - Revised November 2020

SACS		100% Yolo	100% San Diego	100% Los Angeles	Total
State					
8011	LCFF for all grades; state aid portion	\$ 4,293,153.05	\$ 6,316,097.58	\$ 7,364,991.78	17,974,242.42
8012	LCFF for all grades; EPA portion	\$ 122,248.00	\$ 2,576,837.00	\$ 166,624.00	2,865,709.00
8096	In-Lieu of Property Taxes, all grades	\$ 1,047,805.95	\$ 2,369,607.42	\$ 353,226.22	3,770,639.58
8019	Prior Year Income/Adjustments (State Aid)	\$ -			-
8520	State Child Nutrition program	\$ -	\$ -	\$ -	-
8550	Mandated Cost Reimburements	\$ 12,471.33	\$ 29,906.33	\$ 20,581.38	62,959.04
8560	Lottery - Restricted	\$ 29,950.76	\$ 59,672.20	\$ 40,822.88	130,445.84
8560	Lottery - Unrestricted	\$ 91,686.00	\$ 182,670.00	\$ 124,968.00	399,324.00
8550	One Time Block Grant	\$ -	\$ -	\$ -	-
8590	Other State Revenue	\$ 47,168.00	\$ 96,350.00	\$ 68,671.00	212,189.00
8591	SB740 Rent Reimbursement				-
8599	Prior Year Income/Adjustments (State Aid)	\$ (2,230.76)	\$ 17.29	\$ 12.47	(2,201.00)
8792	SPED	\$ 382,422.31	\$ 761,916.57	\$ 521,241.53	1,665,580.40
8792	SPED - MH	\$ -	\$ -	\$ -	-
8792	SPED - Residential	\$ -	\$ -	\$ 171,344.00	171,344.00
State Revenue		\$ 6,024,674.63	\$ 12,393,074.39	\$ 8,832,483.26	27,250,232.28
Federal					
8220	Federal Child Nutrition Programs	\$ -	\$ -	\$ -	-
8181	Special Education - Federal Entitlement	\$ 74,112.85	\$ 147,658.25	\$ 101,015.80	322,786.90
8182	Special Education - Mental Health	\$ -	\$ -	\$ -	-
8290	Other Federal (ESSA CSI)	\$ 38,425.00	\$ 287,495.00	\$ 298,086.00	624,006.00
8291	Title I	\$ 53,149.00	\$ 103,423.00	\$ 130,078.00	286,650.00
8292	Title II	\$ 4,889.92	\$ 21,098.00	\$ 22,240.00	48,227.92
8293	Title III	\$ -	\$ 32,375.00	\$ -	32,375.00
8294	Title IV	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	30,000.00
8295	Title V	\$ -	\$ -	\$ -	-
8299	Prior Year Federal Revenue		\$ -		-
Federal Revenue		\$ 180,576.77	\$ 602,049.25	\$ 561,419.80	1,344,045.82
Local					
8660	Interest	\$ 484.60	\$ 51,588.00	\$ 732.00	52,804.60
8682	Foundation Grants/Donations	\$ 314.22	\$ 610.53	\$ 475.33	1,400.00
8685	School Site Fundraising Revenue	\$ -	\$ -	\$ -	-
8639	Student Lunch Revenue				-
8699	All Other Local Revenue	\$ 10,513.40	\$ 18,310.00	\$ 10,000.00	38,823.40
8685	School Site Fundraising Revenue				-
8662	Increase/Decrease in Investment	\$ 3,366.68	\$ 6,541.41	\$ 5,092.80	15,000.00
Local Revenue		\$ 14,678.90	\$ 77,049.94	\$ 16,300.13	108,028.00
Total Revenue		\$ 6,219,930.30	\$ 13,072,173.58	\$ 9,410,203.19	28,702,306.10

Compass Charter Schools

Expenses Summary

2020-21 Home Office Budget - Revised November 2020

Enrollment Increase

75%

SACS Obj Code Description	Yolo	San Diego	Los Angeles	CMO
Certificated Salaries				
1100 Teachers' Salaries	1,626,285.04	3,882,479.59	2,460,425.11	7,969,190
1105 Teachers' Stipends	-	-	-	-
1120 Substitute Expense	-	-	-	-
1200 Certificated Pupil Support Salaries	199,717.83	419,738.81	302,155.37	921,612
1300 Certificated Supervisor and Administrator Salaries	164,654.55	346,047.75	249,107.74	759,810
1305 Certificated Supervisor and Administrator Bonuses	-	-	-	-
1900 Other Certificated Salaries	-	-	-	-
1000 Subtotal	1,990,657.42	4,648,266.14	3,011,688.22	9,650,612
Classified Salaries				
2100 Instructional Aide Salaries	38,822.30	123,591.25	58,734.70	221,148
2105 Instructional Aide Stipends	-	-	-	-
2200 Classified Support Salaries	220,092.79	462,560.04	332,980.89	1,015,634
2210 Classified Support Overtime	-	-	-	-
2300 Classified Supervisor and Administrator Salaries	124,113.26	260,843.78	187,772.37	572,729
2400 Clerical, Technical, and Office Staff Salaries	113,315.96	238,151.53	171,437.00	522,904
2410 Clerical, Technical, and Office Staff Overtime	-	-	-	-
2900 Other Classified Salaries	-	-	-	-
2000 Subtotal	496,344.32	1,085,146.59	750,924.96	2,332,416
	90.45%	91.30%	90.45%	90.86%
Employee Benefits				
3101 State Teachers' Retirement System, certificated positions	321,491.17	750,694.98	486,387.65	1,558,574
3202 Public Employees' Retirement System, classified positions	-	-	-	-
3313 OASDI	31,337.65	65,861.05	47,411.08	144,610
3323 Medicare	37,653.32	79,134.45	56,966.14	173,754
3403 Health & Welfare Benefits	391,197.62	822,164.06	591,847.32	1,805,209
3503 State Unemployment Insurance	21,946.25	46,123.53	33,202.72	101,273
3603 Worker Compensation Insurance	19,112.31	40,167.55	28,915.22	88,195
3903 Other Benefits	9,727.59	20,444.07	14,716.98	44,889
3000 Subtotal	832,465.90	1,824,589.70	1,259,447.11	3,916,503

Total Personnel Expenses

3,319,467.64 7,558,002.44 5,022,060.29 15,899,530

Books and Supplies

4100	Approved Textbooks and Core Curricula Materials	1,371,741.95	2,882,934.06	2,075,323.98	6,330,000
4101	Curriculum Assesment and Software	15,427.00	32,422.31	23,339.69	71,189
4102	Supplemental Curriculum	21,670.49	45,543.98	32,785.53	100,000
4200	Books and Other Reference Materials	5,504.30	11,568.17	8,327.52	25,400
4215	ESSA - CSI		156,120.00	156,120.00	312,240
4300	Materials and Supplies	3,792.34	7,970.20	5,737.47	17,500
4315	Classroom Materials and Supplies		1,000.00		1,000
4381	Materials for Plant Maint	-	-	-	-
4400	Noncapitalized Equipment	31,422.21	66,038.77	47,539.02	145,000
4410	Software and Software Licensing	57,811.09	121,499.21	87,463.05	266,773
4430	Noncapitalized Student Equipment	6,501.15	13,663.19	9,835.66	30,000
4700	Food and Food Supplies		500.00		500
					-
4000 Subtotal		1,513,870.53	3,339,259.90	2,446,471.92	7,299,602

Services and Other Operating Expenses

5200	Travel and Conferences	21,670.49	45,543.98	32,785.53	100,000
5210	Training and Development Expense	54,176.22	113,859.96	81,963.82	250,000
5300	Dues and Memberships	11,918.77	25,049.19	18,032.04	55,000
5400	Insurance	13,002.29	27,326.39	19,671.32	60,000
5500	Operation and Housekeeping Services	1,300.23	2,732.64	1,967.13	6,000
5501	Utilities	758.47	1,594.04	1,147.49	3,500
5600	Space Rental/Leases Expense	23,678.87	94,764.91	35,824.03	154,268
5601	Building Maintenance	-	-	-	-
5602	Assesment Space Rental	10,835.24	22,771.99	16,392.76	50,000
5603	Engagement Space Rental	1,625.29	3,415.80	2,458.91	7,500
5605	Equipment Rental/Leasing Expense	-	-	-	-
5610	Equipment Repair	-	-	-	-
5800	Professional/Consulting Services and Operating Expenses	16,252.87	34,157.99	24,589.15	75,000
5803	Banking and Payroll Fees	2,167.05	4,554.40	3,278.55	10,000
5805	Legal Fees	21,670.49	45,543.98	32,785.53	100,000
5806	Audit Services	3,514.95	7,387.23	5,317.81	16,220
5807	Legal Settlements			20,000.00	515,000
5809	Employee Tuition	16,252.87	34,157.99	24,589.15	75,000

Expenses Summary

5810	Educational Consultants	184,199.16	387,123.85	278,677.00	850,000
5811	Engagement	-	-	-	-
5813	Residential Placement			214,180.00	214,180
5814	ERMHS Level 3 Transportation	-	-	-	-
5815	Advertising/Recruiting	32,505.73	68,315.97	49,178.29	150,000
5820	Fundraising Expense	-	-	-	-
5830	Field Trips	24,921.06	52,375.58	37,703.36	115,000
5836	Transportation Services	-	-	-	-
5842	Services Student Athletics	-	-	-	-
5873	Financial Services	119,997.80	252,194.47	181,546.03	553,738
5874	Personnel Services	758.47	1,594.04	1,147.49	3,500
5875	District Oversight Fees	54,632.07	112,625.42	236,545.26	403,803
5877	IT Services	45,508.03	95,642.36	68,849.61	210,000
5890	Interest Expense / Misc. Fees	108.35	227.72	163.93	500
5891	Loan Mangement and Interest Fee	-	-	-	-
5899	CMO Management Fee	-	-	-	-
5900	Communications	17,336.39	36,435.19	26,228.42	80,000
5901	Scholar Internet Reimbursement	108.35	227.72	163.93	500
			-		-
5000	Subtotal	678,899.50	1,469,622.80	1,415,186.55	4,058,709

Capital Outlay

6900	Depreciation Expense	-	-	-	-
6000	Subtotal				

Other Outgoing

7999	Repayment of Revenue	-	-	-	-
7141	Special Education Encroachment	-	-	-	-
7438	Debt Service - Interest	-	-	-	-
7500	District Oversight Fee	-	-	-	-
7000	Subtotal				

Total Non-Personnel Expenses

2,192,770.04	4,808,882.69	3,861,658.47	11,358,311
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Total Expenses

5,512,237.68	12,366,885.13	8,883,718.76	27,257,842
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Coversheet

Approval of September 27, 2020 Regular Meeting Minutes

Section: II. Consent Items
Item: B. Approval of September 27, 2020 Regular Meeting Minutes
Purpose: Approve Minutes
Submitted by: Miguel Aguilar
Related Material: Minutes for Board Meeting on September 27, 2020

RECOMMENDATION:
N/A - motion covered through consent items motion.

APPROVED



Compass Charter Schools

Minutes

Board Meeting

Date and Time

Sunday September 27, 2020 at 10:00 AM

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

<https://zoom.us/j/125392983>

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

Directors Present

B. Dennett (remote), C. Brooks (remote), J. Vargas (remote), M. Suarez (remote), R. Pugh (remote), T. Arnett (remote)

Directors Absent

None

Ex Officio Members Present

J. Lewis (remote)

Non Voting Members Present

J. Lewis (remote)

Guests Present

M. Aguilar (remote)

I. Opening Items

A. Call the Meeting to Order

M. Suarez called a meeting of the board of directors of Compass Charter Schools to order on Sunday Sep 27, 2020 at 10:04 AM.

B. Record Attendance and Guests

II. Consent Items

A. Consent Items

B. Dennett made a motion to approve the consent items.

J. Vargas seconded the motion.

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

Roll Call

M. Suarez Aye

J. Vargas Aye

R. Pugh Aye

C. Brooks Aye

B. Dennett Aye

T. Arnett Aye

B. Approval of June 28, 2020 Annual Meeting Minutes

B. Dennett made a motion to approve the minutes from Annual Meeting on 06-28-20.

J. Vargas seconded the motion.

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

Roll Call

J. Vargas Aye

M. Suarez Aye

C. Brooks Aye

T. Arnett Aye

B. Dennett Aye

R. Pugh Aye

C. Approval of August 24, 2020 Special Meeting Minutes

B. Dennett made a motion to approve the minutes from Special Meeting on 08-24-20.

J. Vargas seconded the motion.

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

Roll Call

J. Vargas Aye

R. Pugh Aye

C. Brooks Aye

B. Dennett Aye

Roll Call

T. Arnett Aye
M. Suarez Aye

D. Approval of September 21, 2020 Special Meeting Minutes

B. Dennett made a motion to approve the minutes from Special Meeting on 09-21-20.
J. Vargas seconded the motion.
The board **VOTED** unanimously to approve the motion.

Roll Call

J. Vargas Aye
B. Dennett Aye
T. Arnett Aye
R. Pugh Aye
C. Brooks Aye
M. Suarez Aye

III. Closed Session

A. Conference with Legal Counsel - Existing Litigation

The Board of Directors recessed into Closed Session at 10:09 am.

B. Conference with Legal Counsel - Anticipated Litigation

C. Public Employee Performance Evaluation

IV. Reconvene from Closed Session

A. Closed Session Report

The Board of Directors reconvened from Closed Session at 11:43 am.

Chairman Suarez shared regarding Existing Litigation, Case Number 18VECV00013, approval by a unanimous vote was given by the Board to accept a settlement offer between both parties.

Regarding Anticipated Litigation, no action was taken.

Regarding the Public Employee Performance Evaluation of the Superintendent & CEO, no action was taken.

V. Communications

A. Board Member Communication

Mr. Arnett shared that he is enjoying serving as a board member.

Mr. Dennett welcomed Mr. Arnett and Mrs. Pugh to the board and thanked them for joining.

Mrs. Pugh shared that she is excited to see what this school year holds.

Chairman Suarez shared that he is looking forward to reviewing the reports and presentations.

Mr. Vargas thanked the Compass team for their hard work and preparation for the board meeting.

B. Parent Advisory Council Update

Mrs. Pugh shared the Parent Advisory Council Report.

C. Scholar Leadership Council Update

Mr. Lewis shared the Scholar Advisory Council Report.

VI. Superintendent's Report

A. Superintendent's Report

Mr. Lewis shared the Superintendent's Report.

Mr. Lewis also presented a 5-year anniversary token to:

- Kari Watt, Online Elementary School Teacher

VII. Recess

A. Recess

The Board of Directors recessed at 12:04 pm and reconvened at 12:15 pm.

VIII. Presentations

A. Community Providers Department Presentation

Mrs. Jeanne Hlebo, Director of Community Providers, provided the board a video to explore the Community Providers Department: https://youtu.be/zE_IU6TwIMQ

B. Curriculum & Instruction Department Presentation

Mrs. Erin Smith, Director of Curriculum & Instruction, provided the board a video to explore the Curriculum & Instruction Department: <https://youtu.be/rBVyvGzZWzs>

IX. Public Comment

A. Public Comment

No public comment.

X. Academic Services

A. Academic Services Update

Dr. Aviva Ebner, Assistant Superintendent & Chief Academic Officer, shared the Academic Services Division Report.

XI. Financial Services

A. Financial Services Update

Ms. Fishman presented a 5-year anniversary token to:

- J.J. Lewis, Superintendent & CEO

Ms. Lisa Fishman, Chief Financial Officer, then shared the Financial Services Division Report.

B. Review and Approval of the 2019-20 Unaudited Actual Reports

J. Vargas made a motion to approve the 2019-20 Unaudited Actual Reports for Compass Charter Schools of Los Angeles, Compass Charter Schools of San Diego, and Compass Charter Schools of Yolo.

C. Brooks seconded the motion.

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

Roll Call

R. Pugh Aye
M. Suarez Aye
C. Brooks Aye
B. Dennett Aye
J. Vargas Aye
T. Arnett Aye

C. Review and Approval of the August 2020 Financial Statements

T. Arnett made a motion to approve the August 2020 Financial Statements.

B. Dennett seconded the motion.

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

Roll Call

T. Arnett Aye
C. Brooks Aye

Roll Call

B. Dennett Aye
M. Suarez Aye
J. Vargas Aye
R. Pugh Aye

D. Review and Approval of the Revised FY21 Operating Budget

C. Brooks made a motion to approve the Revised FY21 Operating Budget.

R. Pugh seconded the motion.

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

Roll Call

R. Pugh Aye
B. Dennett Aye
C. Brooks Aye
T. Arnett Aye
J. Vargas Aye
M. Suarez Aye

XII. Executive

A. Review and Approval of the Digital Signature Policy

C. Brooks made a motion to approve the Digital Signature Policy.

B. Dennett seconded the motion.

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

Roll Call

B. Dennett Aye
T. Arnett Aye
J. Vargas Aye
C. Brooks Aye
M. Suarez Aye
R. Pugh Aye

B. Review and Approval of the Learning Continuity & Attendance Plans

R. Pugh made a motion to approve the Learning Continuity & Attendance Plans for Compass Charter Schools of Los Angeles, Compass Charter Schools of San Diego, and Compass Charter Schools of Yolo.

C. Brooks seconded the motion.

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

Roll Call

J. Vargas Aye
T. Arnett Aye
M. Suarez Aye
C. Brooks Aye

Roll Call

B. Dennett Aye

R. Pugh Aye

XIII. Closing Items

A. Upcoming Meetings

The next Regular Meeting of the Board of Directors will be Sunday, November 29, 2020, at 10:00 am. Agenda items will include:

- Approve 2019-20 Annual Audit
- Approve 2020-21 Budget Overview for Parents
- Approve 2020-21 School Plans for Scholar Achievement
- Approve First Interim Reports
- Department Presentations

B. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 1:53 PM.

Respectfully Submitted,

M. Suarez

Coversheet

Parent Advisory Council Update

Section: V. Communications
Item: B. Parent Advisory Council Update
Purpose: FYI
Submitted by: Miguel Aguilar
Related Material: A Parent Advisory Council Report - December 2020.pdf
B Loud and Proud Scholarship Application - Draft.pdf
C Rising Firebird Scholarship Application - Draft.pdf

RECOMMENDATION:
N/A - For Discussion Only



Parent Advisory Council Report
December 8, 2020

The Parent Advisory Council (PAC) met on Friday, October 9 at 3 pm and November 20 at 3 pm. Members of the council consist of Ms. Mariecor Agravante, Mrs. Therese Nordstrom Christopher, Mr. Tony Christopher, Ms. Galit Gordon, Ms. Samantha Herrod, Ms. Brianne Manning, Ms. Randi Pugh (Chair), Mrs. Lacey Scott, Ms. Leah Smith, Mrs. Joy Elizabeth Sterling-Effie, Ms. Pam Towobola and Ms. Roann Vanderwath.

Compass shared an update on SB-98 impacts on the operating budget and enrollment. Compass also shared the return of Coffee with Compass, which will be hosted virtually for families on a monthly basis. Compass shared measures to continue to provide and conduct a safe virtual learning experience with and for scholars despite the increase in "Zoom Bombing." It was also shared that our Scholar Leadership Council met in October and November, and their draft minutes can be found on BoardonTrack.

Ms. Pugh led the council in an El Dorado Charter SELPA Community Advisory Committee Report at the November meeting.

Under New Business, the council reviewed and discussed COVID-19 Reopening Plans at the October meeting. The PAC suggested providing waivers for families who wish to have in-person interactions. The council also reviewed and approved two (2) scholarship applications at the November meeting. PAC members provided feedback to bring to staff at both meetings.

Draft minutes can be found on BoardonTrack. The next Parent Advisory Council meeting will be on Friday, January 15 at 3 pm.

Respectfully Submitted,

Ms. Randi Pugh
Board Member &
Parent Advisory Council Chair



Loud and Proud Scholarship

Compass Charter Schools recognizes eligible graduating scholars in a variety of ways. One way is to provide financial scholarship assistance to scholars that meet eligibility criteria and are selected as being outstanding in their field or will benefit from financial assistance, allowing them to continue to appreciate the ways in which arts and sciences nurture a curiosity for life-long learning, and continue to take steps to take responsibility for their future success.

Eligibility

Eligible recipients must be a graduate from Compass Charter Schools in the class of 2020-21. They must have attended a minimum of 1 full semester and be considered a 'full-time' scholar. They must have achieved a 2.5 or cumulative grade point average.

Requirements

Deserving applicant(s) selected to receive an award should be able to express their story and how the Compass Experience supported their personal journey in video format. Content may include how Compass programs or staff helped the graduating scholar reach their goals, provided the graduate with opportunities, prepared them for post high school, or similar themes. The emphasis includes an ability to tell one's story through video content exhibiting communication skills, creativity, and technological proficiency.

Applicants must have a Media Release on file as videos may appear on Compass' website and social media accounts. Media Release Forms may be found on the scholarship page on the Compass website. Applicants will submit these along with their video application. The presence of others under the age of 18 is not encouraged and will require additional signed media releases from the parent of any minor in the video.

Voice-over is acceptable for audio as sound should be clear.

If background music is used, it must not be copyrighted. Tracks included in editing programs, self-created, or creative commons licensed are acceptable.

Completed videos may not exceed 3 minutes in length and use standard .mp4 format.



Application

- Scholarship applications must be typed and signed by the applicant. Please use additional space to answer the questions thoroughly, do not limit your responses to the space provided.
- The application must be submitted to the Executive Assistant to the Superintendent.
- Submission deadline is Friday, May 7, 2021.

Awards

- One \$250.00 scholarship will be awarded per charter.
- Recipient announcements will be made at the graduation ceremony.



Loud and Scholarship Application

Scholar Full Name:

Home Address:

Email:

Cumulative High School Grade Point Average:

Phone:

Charter Enrolled In: (check one)

- ☐ Compass Charter Schools of Los Angeles
- ☐ Compass Charter Schools of San Diego
- ☐ Compass Charter Schools of Yolo

Certification

I attest and certify that the information provided in this scholarship application was completed by myself as the applicant and that no other person or persons were responsible for the completion of this document. I furthermore give permission for the information to be released and viewed by the members of the Parent Advisory Council.

_____, on this date _____

Signature



School Staff Only

Executive Assistant _____ Date: _____
(Initial)

Submitted to the PAC: _____ (Date)



Rising Firebird Scholarship

Compass Charter Schools recognizes eligible graduating scholars in a variety of ways. One way is to provide financial scholarship assistance to scholars that meet eligibility criteria and are selected as being outstanding in their field or will benefit from financial assistance, allowing them to continue to appreciate the ways in which arts and sciences nurture a curiosity for life-long learning, and continue to take steps to take responsibility for their future success.

Eligibility

Eligible recipients must be a graduate from Compass Charter Schools in the class of 2020-21. They must have attended a minimum of 1 full semester and be considered a 'full-time' scholar. They must have achieved a 2.5 or cumulative grade point average. A plan for continued enrollment at a Community College or Public/Private College is required.

Requirements

Scholarship winners must write thank-you letters if awarded a scholarship and must attend their respective graduation ceremony. Failure to do either is cause for loss of award. A copy of your thank-you letter must be given to the Community Relations Coordinator. They must also submit a copy of their acceptance letter as part of this application.

Application

- Scholarship applications must be typed and signed by the applicant. Please use additional space to answer the questions thoroughly, do not limit your responses to the space provided.
- The application must be submitted to the Executive Assistant to the Superintendent.
- Submission deadline is Friday, May 7, 2021.

Awards

- One \$250.00 scholarship will be awarded per charter.
- Recipient announcements will be made at the graduation ceremony.



Rising Firebird Scholarship Application

Scholar Full Name:

Home Address:

Email:

Cumulative High School Grade Point Average:

Phone:

Charter Enrolled In: (check one)

- ☐ Compass Charter Schools of Los Angeles
- ☐ Compass Charter Schools of San Diego
- ☐ Compass Charter Schools of Yolo



Where do you plan to continue your education after graduation? Is there a particular school or program you are considering attending?

What is your intended course of study?

What are your future career plans?



Describe your strengths as a scholar or citizen of your community, any involvement you've had at Compass, or obstacles you've had to overcome on your path to graduation.

Are there any circumstances, school experiences or persons that influenced or motivated you to be who you are today?

List and describe any personal awards, honors, or achievements of which the teachers, staff, and administration at Compass should be aware of.



Certification

I attest and certify that the information provided in this scholarship application was completed by myself as the applicant and that no other person or persons were responsible for the completion of this document. I furthermore give permission for the information to be released and viewed by the members of the Parent Advisory Council.

_____, on this date _____

Signature

School Staff Only

Executive Assistant _____ Date: _____
(Initial)

Submitted to the PAC: _____ (Date)

Coversheet

Scholar Leadership Council Update

Section: V. Communications
Item: C. Scholar Leadership Council Update
Purpose: FYI
Submitted by: Miguel Aguilar
Related Material: Scholar Leadership Council Report - December 2020.pdf

RECOMMENDATION:
N/A - For Discussion Only



Scholar Leadership Council Report
December 8, 2020

The Scholar Leadership Council (SLC) met on Tuesday, October 13 at 2 pm and Tuesday, November 10 at 2 pm. Members of the council consist of Ms. Elizabeth Christopher (Chair), Ms. KristiLynn Effie (Secretary), Mr. Michael Effie (Vice Chair), Ms. Alexis Gordon, Ms. Lyric Hearne Hooker, Ms. Aure Ruediger, Mr. Cricht Ruediger, Mr. Avery Stansbury, Mr. James Visarraga, Ms. Kate Vreeman, Ms. Airis Yeung, and Ms. Maryam Zorba.

Compass shared an update on SB-98 impacts on the operating budget and enrollment. Compass also shared an update on experiences and measures to prevent Zoom bombing. Compass provided insight for the reasoning of all suspended Zoom meetings. Compass reviewed options to continue to provide and conduct a safe virtual learning experience with and for scholars.

The SLC held officer elections at their October meeting, electing Elizabeth Christopher chair, Michael Effie vice chair, and KristiLynn Effie secretary. Under New Business at both meetings, the council reviewed and discussed member feedback.

Draft minutes can be found on BoardOnTrack. The next Scholar Leadership Council meeting will be on December 8 at 2 pm.

Respectfully Submitted,

Ms. Elizabeth Christopher
Scholar Leadership
Council Secretary

Coversheet

Superintendent's Report

Section: VI. Superintendent's Report
Item: A. Superintendent's Report
Purpose: FYI
Submitted by: J.J. Lewis
Related Material: B Additions & Terminations Report.pdf
C APLUS+ Personalized Learning Factsheet Final.pdf
F Compass Chronicle SD - November 2020.pdf
D Compass Chronicle November 2020 - Main Page.pdf
E Compass Chronicle LA - November 2020.pdf
G Compass Chronicle Yolo - November 2020.pdf
H CCS LCP Quarterly Update - November 2020 Update.pdf
A Superintendents Report.pdf

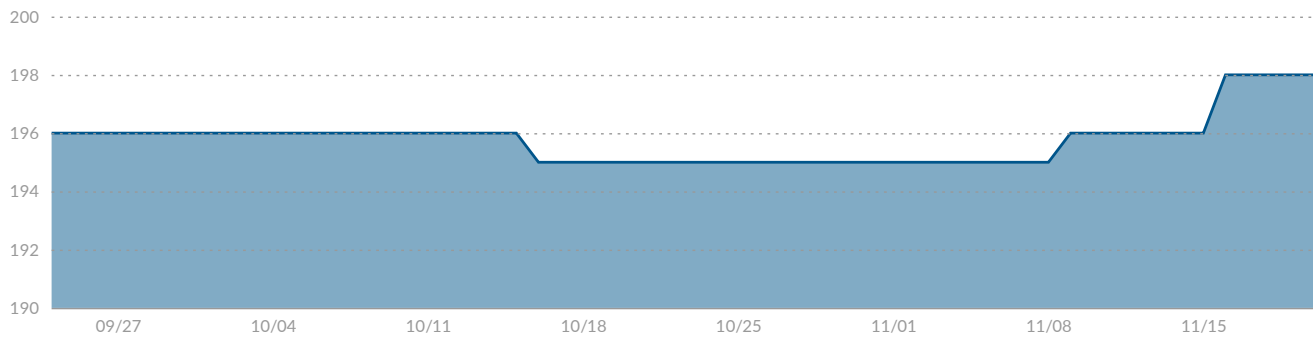
RECOMMENDATION:
N/A - For Discussion Only

11/20/2020

Additions & Terminations



Employee Head Count



Additions (4)

Name	Employment Status	Department	Division	Location	Job Title	Hire Date ↓
Smith, Rouba	Part-Time - Non Exempt	Academic Services	Academic Services	Remote	Supervising Teacher	11/16/2020
Foster, Beth	Full-Time - Exempt	Academic Services	Academic Services	Remote	Middle School Teacher	11/16/2020
Suggett, Lauren	Full-Time - Exempt	San Diego	Academic Services	Orange County Learning Center	Supervising Teacher	11/09/2020
Gamez, Danielle	Full-Time - Exempt	Operations	Financial Services	Central Office (TO)	Director of Operations	10/20/2020

Terminations (3)

Name	Employment Status	Department	Division	Location	Job Title	Hire Date	Termination Date ↓
Golan, Gabi	On Leave	Special Education	Academic Services	Remote	Director of Special Education	07/31/2017	10/20/2020
McGuire, Terrasa	Full-Time - Exempt	Yolo	Academic Services	Remote	Middle School Teacher	08/21/2015	10/16/2020
Beamish, Alissa	Full-Time - Exempt	San Diego	Academic Services	Orange County Learning Center	Supervising Teacher	09/07/2017	09/24/2020

State Funding Reduction for Personalized Learning Public Charter Schools Hurts Disadvantaged Students



Personalized Learning is an Individualized Education Approach Proven to Closing the Achievement and Equity Gaps

Personalized Learning public charter schools are **tuition-free public schools** that serve some of the state's most disadvantaged students. Many of these students are low income, minority, and special needs youth who struggle in a traditional class setting. Students who come to these schools are often credit deficient or are at risk of dropping out of public school. The widening achievement gap exacerbated by the disproportionate learning loss caused by the pandemic has reinforced that a one-sized, system-focused approach doesn't work for many students.

Personalized education is proven to close both the achievement and equity gap for tens of thousands of students annually in California. Some students come to Personalized Learning public charter schools for an intentionally short stay for academic recovery. After they accelerate their learning progress, they may choose to return to a traditional school. Many others stay for several years to receive tailored, flexible, student-centered education and after graduation they pursue higher education or successfully enter the workforce.

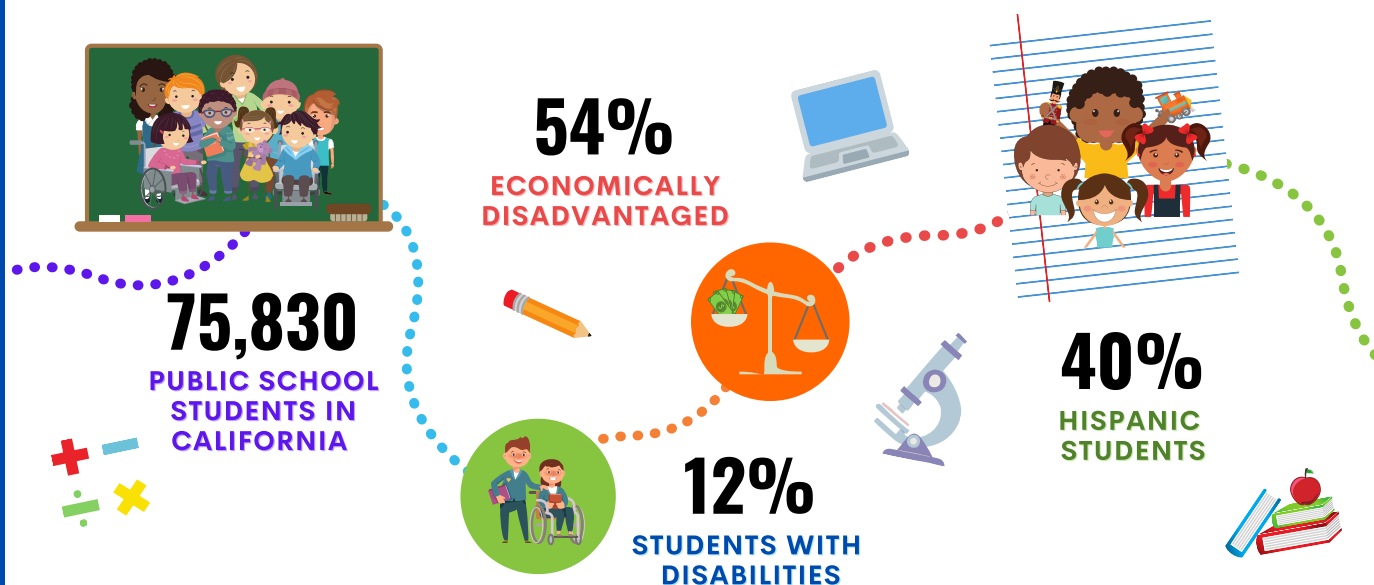
Personalized Learning public schools have achieved consistent success and demonstrated tremendous resilience in providing high quality public education during the COVID-19 crisis. At the very same time, funding for Personalized Learning schools has been unfairly reduced while all other public schools in California received growth funding. This highly inequitable education funding departs from the historic policy of "funding following the student," severely limiting options for students who want a personalized education.

Personalized Learning is a successful alternative to a one-size-fits-all education model. It provides choice and flexibility in curriculum, learning environments, and pacing for every student and can include a tailored blend of:

- Distance learning
- Independent study
- Home study
- Instruction and other services at resource center facilities
- Community and project-based learning
- Internships and CTE pathways



Large Numbers of Minority, Low-Income and Special Needs Students Attend Personalized Learning Public Charter Schools



*APLUS+ data from 2018-2019 school year

Disadvantaged Students Succeed With Personalized Learning Education

Personalized Learning Public charter school	Student Demographic	Subject (ELA = English Language arts)	% of students at PL school that met or exceeded CAASPP standards (Grades 3-8 and 11)	% of students statewide that met or exceeded CAASPP standards (Grades 3-8 and 11)
Stellar Charter (Redding)	Economically disadvantaged	ELA	72.55%	39.2%
River Springs Charter (Temecula)	Economically disadvantaged African American	ELA	31.01%	27.62%
Citrus Springs Charter (Temecula)	Economically disadvantaged Hispanic	Math	42.5%	24.5%
CORE Butte (Chico) *	Homeless	ELA	52.87%	32.86%
Sierra Charter (Fresno)	Parent does not have a high school diploma	ELA	54.55%	31.56%
Pacific Charter Springs (Temecula)	English learner	Math	23.08%	12.43%
Community Montessori (Escondido)	Student with disability	ELA	36.73%	16.36%

*This student demographic was temporarily intensified in the aftermath of the tragic 2018 Camp Fire in Paradise.

Key Benefits of the Flexible and Adaptable Personalized Learning Model

Student-centric, individualized education: Provides choice, flexibility, and a variety of options for every student in how, what, when, where, and with whom each student learns that is tailored to their needs, interests, and goals.

Small class sizes: Generally limited to 20 students or fewer.

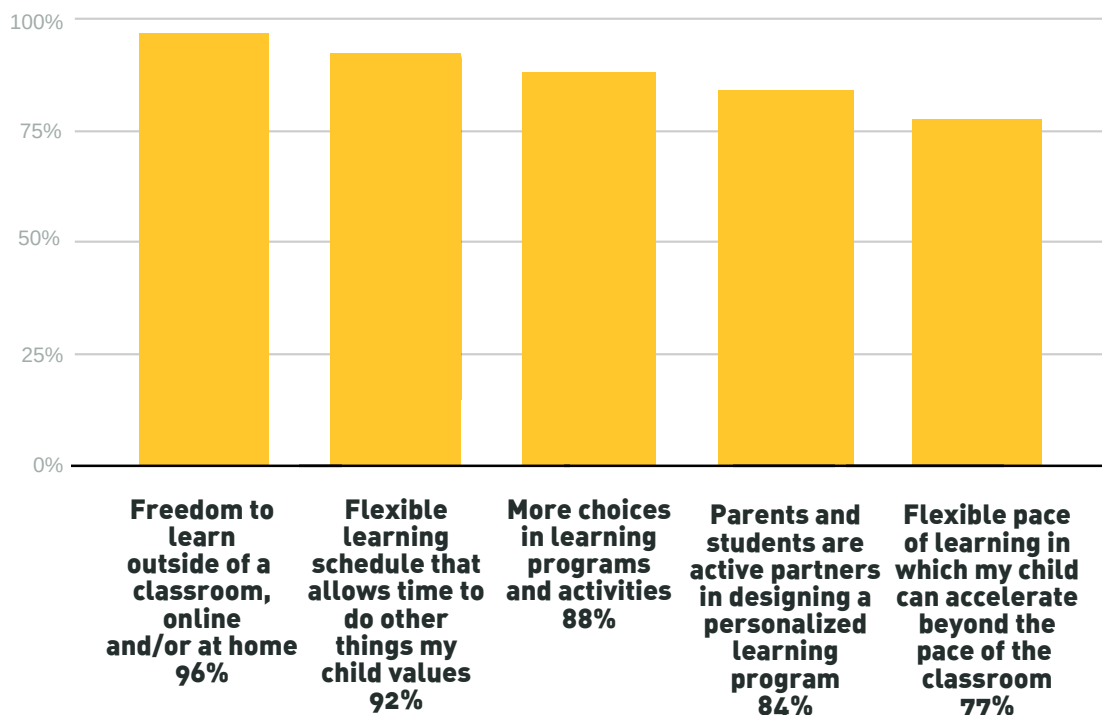
Strong relationships: A credentialed personal advisory teacher/guide works collaboratively with each student and family to develop and refine, as needed, each student's Personalized Learning Plan (PLP).

Ongoing teacher professional development training: Based on current state standards.

Designed like a university model: Students can attend in-person classes at their resource center campus and fulfill their other learning requirements off campus.

Partnerships with local colleges, universities, and businesses: Students have access and exposure to post-secondary pathways and opportunities prior to high school graduation.

Main Reasons Parents Enrolled Their Child in A Personalized Learning Public Charter School



(Results from 2016 APLUS+ parent survey)



Parents Say Their Children Thrive With Personalized Learning

"Before we were with River Springs, my son Santino was bullied and the teacher was contributing to the problem by her inaction. He was having nightmares and would wake up crying not wanting to go to school. Once we moved to Springs my son became another boy completely, performing as a normal kid with all the support. He stopped having nightmares and began sleeping well.

I never envisioned myself homeschooling as this is not part of my culture, but this has become a blessing for our family. The Education Specialist at Springs helped me understand the importance of schooling in another language. Santino began to read and write and his confidence grew. Now, he is doing math at grade level. I grew up going to a Catholic school and this was a big leap for us to do something so different than my culture. I have never regretted the decision to homeschool. We have so much support from all the providers for his IEP. River Springs is a wonderful group and a family. We love the support and technology, and the learning center classes are wonderful."



- Mom of a 7th grader who has an Individualized Education Program (IEP) and is a re-designated English Language Learner (RFEP)

"While this school year has not gotten off to the traditional start, I want to share the awesome progress both Arionna and Ian have had this year so far. Last year, Arionna was testing at a 3rd grade level, and this year she is testing the 6th grade level. Ian was testing at a 1st grade level, and this year he is at a 3rd grade level. They are both testing at their grade levels, what progress!! They are both full of confidence and genuinely enjoy reading. Arionna is communicating with her classmates and teachers and holding her own in class, what a change. Ian volunteers to be the leader when they are broken into small groups via Zoom and loves to read out loud now. They are both happier and more confident.

Thank you for creating an environment that encourages a love of learning and happy students. We are very thankful to be a part of River Springs Charter School."

- Mom of three special education children, one of whom graduated in June 2020 from Springs Charter School with a year of college credit

Personalized Learning Public Charter Schools Provide In-Person Instruction

Personalized Learning public charter schools are classified as non-classroom-based public charters. This term simply means that students do not attend onsite classes under the supervision of a credentialed teacher for more than 80% of their instructional time. Many people assume that all non-classroom based public charter schools are exclusively online and do not realize that most Personalized Learning schools have facilities where students attend can traditional classes in-person and participate in onsite learning programs. Under the Personalized Learning model, in-person instruction is coupled with education delivered in alternative settings as part of a comprehensive learning experience.

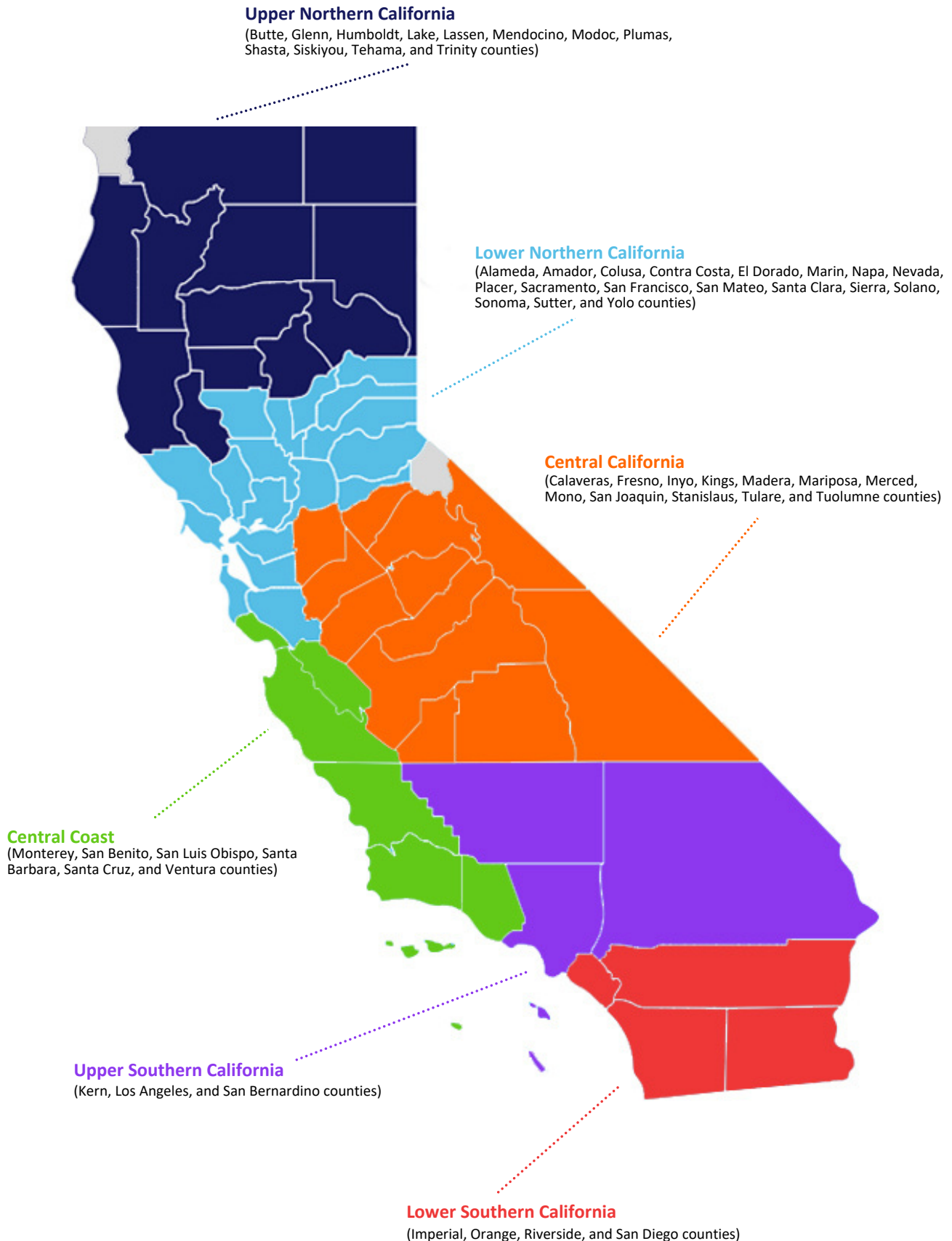


The APLUS+ Distinction

APLUS+ Personalized Learning public charter school members are required to demonstrate their strong commitment to the Personalized Learning model, and to uphold high standards of accountability, integrity, and academic excellence.



75,000+ students in 56 California counties attend APLUS+ member schools

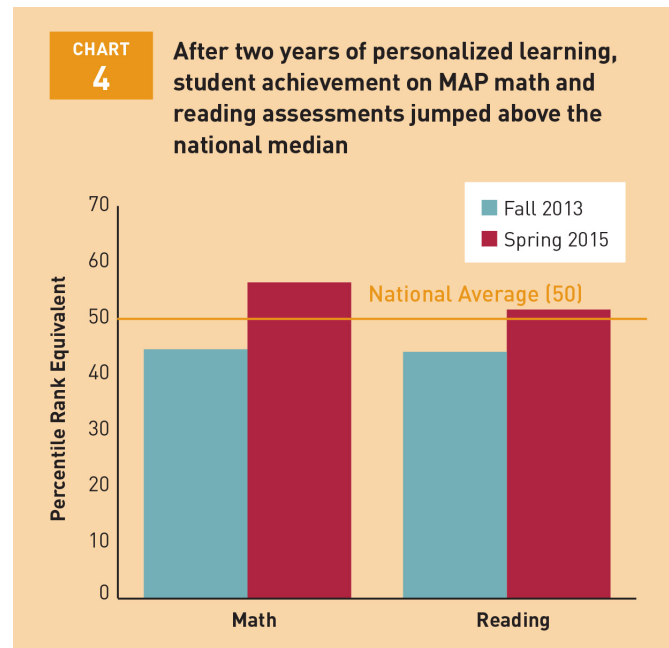
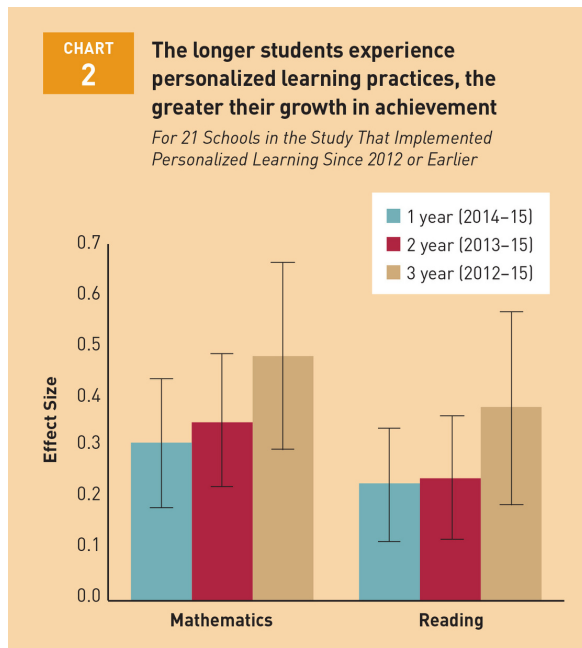


Multiple Studies Conclude Personalized Learning Works

Recent research from the RAND Corporation, Christensen Institute, CREDO at Stanford University, and the International Association for K-12 Online Learning shows that Personalized Learning is proven to close the education equity and achievement gap. APLUS+ network studies consistently demonstrate that the longer a student remains in a Personalized Learning public charter school the better their academic results.

Students Achieve Greater Academic Success in Personalized Learning Model

Greater Academic Progress. "Students in schools using Personalized Learning strategies made greater academic progress, over the course of two years, than a comparison group of students with similar academic performance and from schools with similar demographic profiles."¹



Greater Improvement Rates. "A large proportion of students with lower starting achievement levels experienced greater growth rates than their peers, particularly in math. A majority of the 62 charter schools in the sample had statistically positive results."¹

Serving Low-income Neighborhoods. "The schools included in the implementation analysis are predominantly located in urban areas (two are rural) and tend to serve large proportions of minority students from low-income families. According to information provided by administrators, the school-level median of students eligible for free or reduced-price lunch is 80 percent, and the school-level median of students of color is 75 percent."¹

Surpassing National Norms for Math and Reading. "Personalized Learning students surpassed national norms after two years. In both mathematics and reading, cumulative growth over the past two years is evident. Students started significantly below national norms, gained ground after one academic year, placing them above national norms at the end of the two years."²



COVID-19 Pandemic Exacerbated Learning Losses More Flexible and Adaptable Education Approaches Are Needed

"The underlying variations in 2019-2020 learning losses highlight the fact that school closures had highly differentiated impacts, with disadvantaged students generally suffering much more than students from advantaged families. The wide variation within states (and often within schools) means that conventional models of classroom-based instruction – a one-to-many, fixed pace approach -- will not meet the needs of students. New approaches must be allowed to ensure high quality instruction is available in different settings, recognizing that different skills may be needed for the different channels." ³

State Should Put Politics Aside and Support Personalized Learning Students

"Student-centered learning refers to an educational model that yields and bends to the needs and potential of each individual student first—not to the needs of the state, the teachers, the curriculum, the cohort, the politicians, the schedules, or any other element of the system....The idea is to enable students to pursue a learning path that's tailored to their own needs and timing, with a variety of options, tools, and guides to empower them." ⁴

"The majority of the current traditional education landscape has a one-size-fits-all feel, where each student's education is not differentiated and all are expected to progress at the same time through the same curriculum. Personalization theory pushes educators to think outside the box by emphasizing the need for learners to be involved in designing their own learning process." ⁵



**APLUS+ member schools are experienced and exemplary leaders in providing
Personalized Learning education in California.**

References:

- 1 RAND Corporation. (2015, November). *Continued Progress: Promising Evidence on Personalized Learning*. https://www.rand.org/content/dam/rand/pubs/research_reports/RR1300/RR1365/RAND_RR1365.pdf
- 2 RAND Corporation. (2017). *How Does Personalized Learning Affect Student Achievement?* https://www.rand.org/pubs/research_briefs/RB9994.html
- 3 CREDO at Stanford University. (2020, October). *Estimates of Learning Loss in the 2019-2020 School Year*. <https://credo.stanford.edu/publications/estimates-learning-loss-2019-2020-school-year>
- 4 Christensen Institute. (2020, September). *Educator Competencies for Student-Centered teaching*. https://www.christenseninstitute.org/wp-content/uploads/2020/08/student_centered_microcredentials.pdf
- 5 International Association for K-12 Online Learning. (2013, October). *Mean What You Say: Defining and Integrating Personalized, Blended and Competency Education*. <https://aurora-institute.org/wp-content/uploads/mean-what-you-say-1.pdf>



Compass Chronicle

San Diego Charter | November 2020

A Word from our Principal, Kasey Wingate

Happy Holidays!

What an exciting time as we are deep into the first semester and rolling along through the rigorous and engaging curriculum. The San Diego team continues to work hard and exemplify our core values of achievement, respect, teamwork, integrity, and communication. Scholars continue to engage in their courses, assignments, and learning labs and take advantage of the AVID tools and resources that we provide to dive deep into their learning.



Our team focuses on our Wildly Important Goal (WIG) this year that 100% of eligible scholars will graduate by the end of the 2020/21 academic school year! We have been breaking into small groups (Professional Learning Communities, PLCs) to have conversations around this topic and how every team member in San Diego plays a part in achieving our school-wide goal.

What's Been Happening at the San Diego Charter?

The online team just concluded Parent-Teacher Conferences to discuss course progress and scholar goals with learning coaches and scholars. Scholars are encouraged to revisit their goals frequently with their learning coach and supervising teacher to continue to grow and succeed.

Our Options Team has continued to work with their families weekly to ensure our scholars are set up for success and have the right tools and resources to achieve their learning goals.



They continue to focus on engagement, as evidenced by the strong relationships built with each and every one of their scholars.

Work Samples and Learning Labs!

Spanish Learning Lab!

There have been numerous engaging learning labs and live sessions since we have been back!

Mr. Vazquez recently completed an adjectives Spanish lesson with his scholar, who jumped right into the activity.



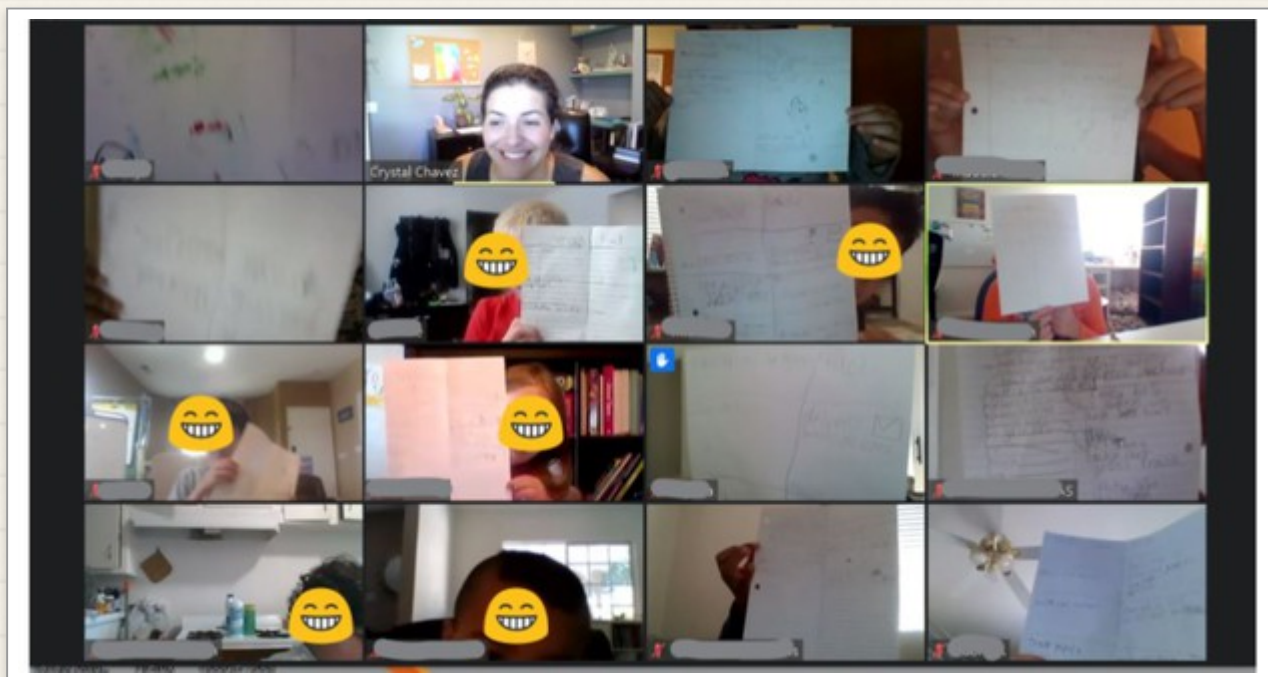
The Roman Empire!

The Orange County Learning Center completed a unit on the Roman Empire, and Mrs. Hardy even dressed up as a Roman goddess! Scholars showcased their work with other scholars and completed a Gallery Walk!



Impressive AVID Column Notes!

Mrs. Chavez modeled AVID tools to her second-grade class, and our scholars presented their AVID Column Notes.

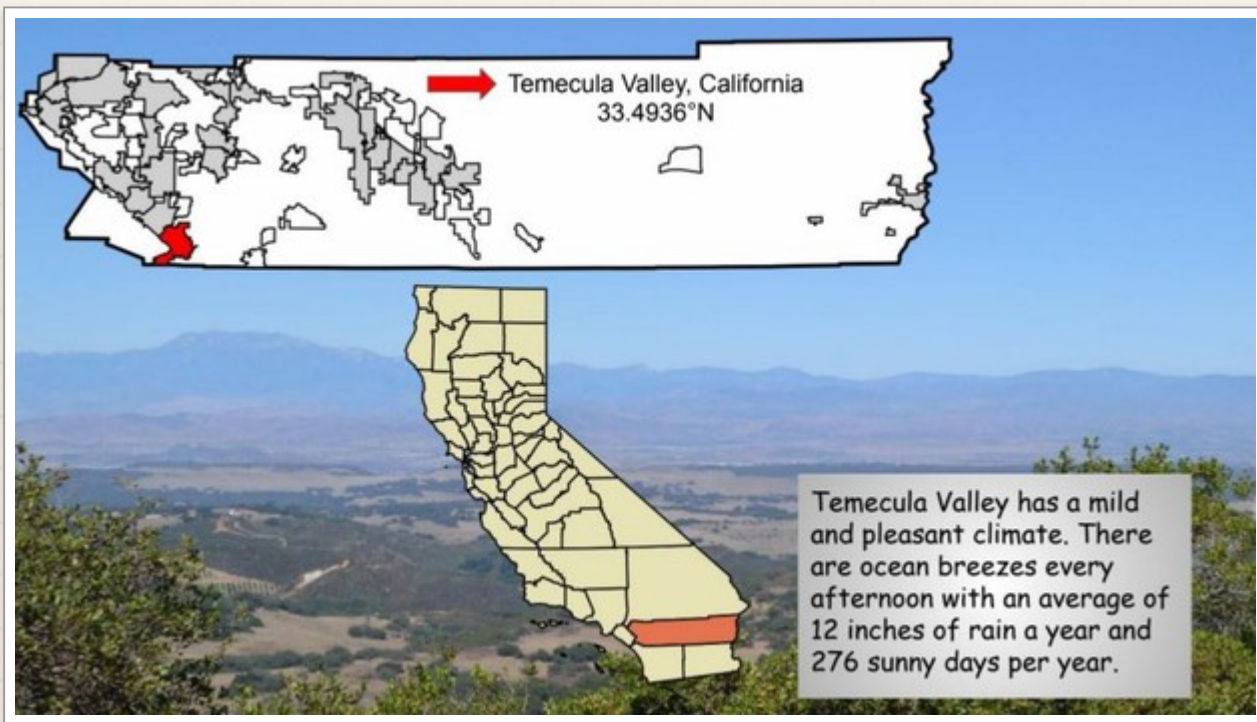


Second-grader Scarlett M. learned about landforms in Ms. Somerville's class, whereby she created her own land model! She used ingredients at home to construct a volcano, a river, and a valley land formation.



Climate in Temecula!

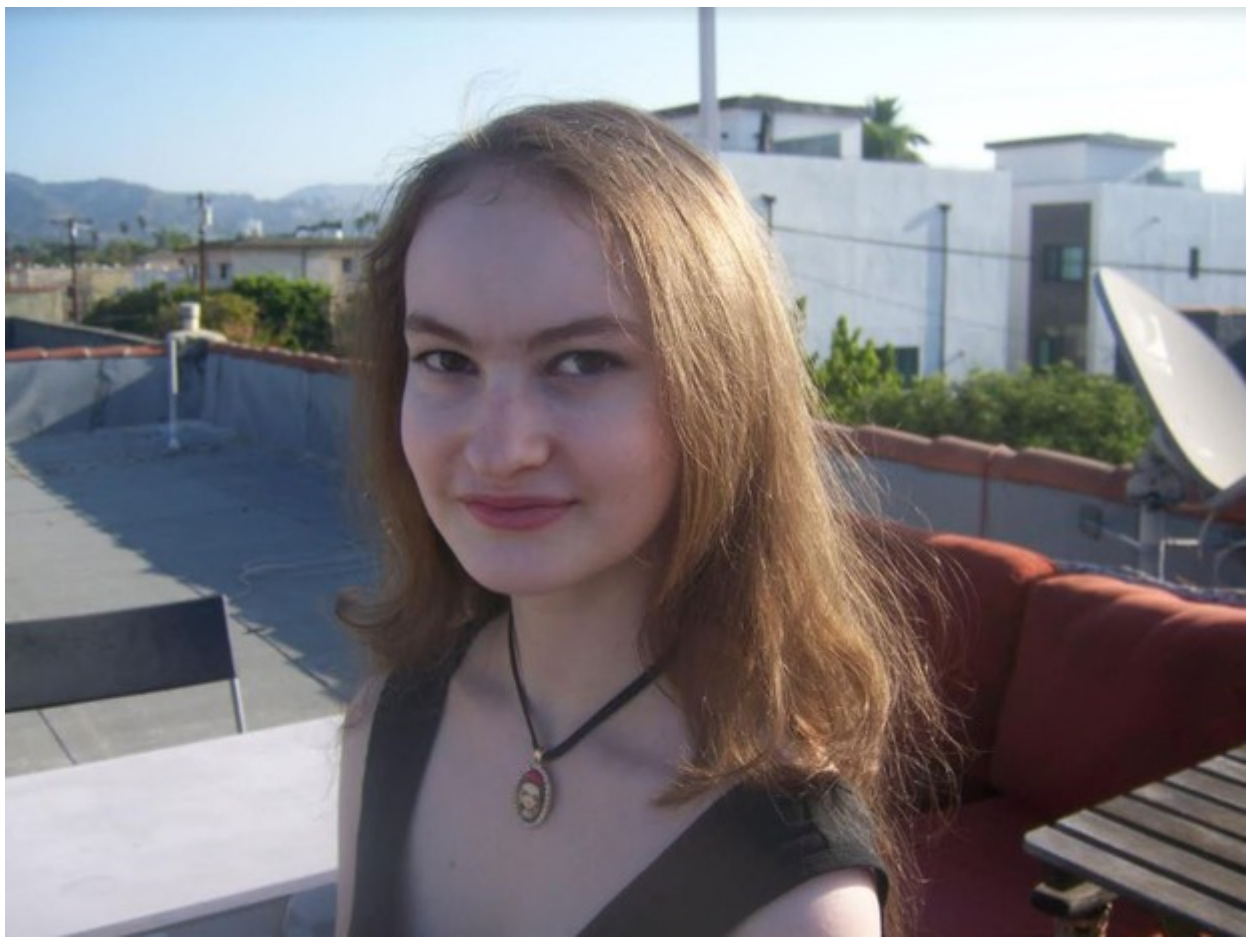
Fourth-grader Hunter A. completed a lesson on climate in Ms. Grimes' class. Hunter researched climate in Temecula, CA, and added pertinent information to help understand the topography within the Temecula region.



Great Work Scholars!

Great job scholars and great job to our San Diego Academic Team, ensuring our scholars are successful!

Family Spotlight: Meet Learning Coach Jennifer & Lyric H., Online Tenth-Grade Scholar



Why did your family choose to learn from home instead of a traditional school building?

Lyric attended our local elementary school through fourth grade, but we discovered her peers were moving in directions that were not in line with our values. We thought that a certain clique mentality was going to become worse during grades 5-8, and Lyric was being bullied for standing up for the “underdogs” at her school, so we decided to try Compass Charter Schools, and we love it!

Does learning from home help your scholar achieve their goals?

Learning from home definitely works for us, but we know that’s not true for all families. Lyric socializes with other kids of all ages and backgrounds who volunteer in her community. We have suggested to other moms that they should try online learning. We have heard that they did try it, but their children ended up back at a traditional public school. We think that they couldn’t get past the “culture shock” that nobody tells you about when you transition to teaching at home. It can be incredibly demanding, and it is not for everyone!

We know that each day is different when learning at home, but what is a typical school day like for your scholar?

A typical day depends on the workload. We are usually up between 6:30 and 8 am, and log on after breakfast and exercise. The days we do best are dictated by learning labs because on those days, we have a rigorous schedule. Other days allow for variables such as doctor visits, errands, other projects, etc. Lyric manages online selling in her own time and, depending on her sales, has to prioritize prepping packages and visits to the post office.

What has been your greatest joy in schooling your scholar at home?

Lyric has had opportunities to shine at Compass. She had a rough time in ninth and tenth grade with the frequent doctor and physical therapy visits. The kids around her were not going through the same thing, so they were insensitive. At Compass, she has the freedom to be herself, and the other kids aren't constantly "looking" at her and judging her.

Share a challenge that you have experienced as a learning coach and how you have worked to overcome the challenge.

There are always challenges, and I think this is why people drop out of online programs before really giving themselves time to succeed. The challenges are daily, in fact, and people need to allow for that. Whatever you have going on in your personal life has to take a back seat to your school day's priorities.

Personalized learning is definitely modeling to your children how one should work out of the home. You can't allow people to come over and distract your family from getting work done. You know that if you indulge in taking it easy, the work won't get done, and you can see on the dashboard the consequences of falling behind. I can sympathize with people who started distance learning this year, and they can't handle it. I wonder how other parents feel about explaining coursework that they may not have seen since college or that they feel they can not explain to their own children.

Coming from a procurement/entertainment background, I thought I had worked in some pretty stressful corporate environments in the past. Still, they were actually easier than being a full-time learning coach! If no one in your circle is experiencing the same demands, there really aren't other moms and dads who can laugh (or cry) with you about some of the challenges of trying to encourage your child to stay on pace, have enthusiasm for what can seem like impossible coursework, and tolerate criticisms from your peers because they don't get why your academic life seems different than theirs.



Family Spotlight: Meet an Options Family!



Why did your family choose to learn from home instead of a traditional school building?

We originally decided to homeschool while we were living in New York for work. My husband's work schedule was Tuesday-Saturday until the late evening, so if we had our children attend a traditional school, they would have had very little time with dad. Homeschooling allowed us valuable family time. When we moved back to California, we decided to continue because we enjoyed the flexibility, ability to choose our own curriculum, and spend more time together.

Does learning from home help your scholar achieve their goals? If yes, please explain how.

Absolutely! We have learned that unit studies are one of our favorite ways to learn, and it allows us to do several subjects together, despite differences in grades. Learning together teaches our boys how to work together and brings different ideas to enhance learning. We have also focused on areas where our scholars struggle and move more quickly over areas where they clearly show proficiency.

Why did you decide to school from home with Compass Charter Schools? Describe your experience.

A friend with another charter explained the overall process to me and gave me a list of recommended schools. Compass was at the top of the list. After researching, we decided that charter homeschooling would be the best fit for our family, and Compass was incredibly responsive and lovely to work with. We have been with the same supervising teacher since we started, and we have an incredible relationship. She has helped us find a curriculum that would

work well with our children (who have completely different learning styles) and encourage and support them. Compass has provided so many opportunities for our homeschooling journey that we would not have accomplished on our own.

Share a piece of advice you'd give to a parent thinking about taking their child out of school to school at home?

Do not try to replicate school at home. Don't try to overschedule each day. Instead, look for opportunities to ignite the love of learning in your child. If they get excited about a specific subject, investigate that subject together. So many areas of interest actually cross over multiple subjects, and your child will be more engaged in the learning process.

What do you, your scholar, and the family enjoy doing together during your free time?

We love traveling! We have family in Northern California, Colorado, and the east coast. We also love visiting San Diego and Palm Desert. Our scholars also enjoy playing soccer, golf, and tennis. We play lots of games and ride bikes.

Staff Spotlight: Meet Rosette Sowell, Online High School Teacher!



What is your job title and job responsibilities at Compass? How long have you worked for this organization?

My title is Online High School Teacher, and I am responsible for engaging and supporting scholars in Compass's academic endeavors. I currently teach world history, and I am also passionate about the AVID program. I have worked for Compass for a little over a year.

Tell us your “why” for doing what you do here at Compass.

My “why” for doing what I do at Compass is helping scholars get on the right path to achieve their future goals. It is important to road map what scholars want to achieve as far as a future career and personal goals. This allows scholars to research the necessary post-secondary education that is required to achieve their future goals. It also provides scholars with the immediate motivation to achieve the academic goals to set them up for success in the future.

As an educator, is there a piece of advice you’d like to share with learning coaches or scholars?

The advice I would like to share with learning coaches and scholars is that it is important to make the most of each day. Using a calendar is the key to success. Plan out time for work in each course and also time for wellness every day. Mental wellness must be part of scholars' daily/weekly goals. Ultimately, the work you put in now will determine your future success or failure. Use your future goals as motivation now to propel you towards achieving your goals.

Share one thing about you that very few people know.

I worked on a presidential campaign, which required me to collaborate with the secret service!

What do you and your family like to do during your free time?

My family likes to make the most of our awesome Southern California weather and proximity to the beach by surfing, boogie boarding, and swimming in the ocean each week. We also enjoy skateboarding, hiking, and going to Disneyland.



Staff Spotlight: Meet Ashley Fletcher, Options Supervising Teacher!



What is your job title and job responsibilities at Compass? How long have you worked for this organization?

I have been a Supervising Teacher in the Options Program for over a year and a half.

Tell us your “why” for doing what you do here at Compass.

I love being able to help families create individualized learning experiences and help them be successful in ways they might not be able to at a public school. I love the families I work with and love getting to know the scholars and their interests.

As an educator, is there a piece of advice you'd like to share with learning coaches or scholars?

Don't be afraid to try new things. You never know what you might be good at, and you don't want to look back and regret not trying for fear of failure.

Share one thing about you that very few people know.

I was afraid to take an art class because I didn't want a failing grade on my report card. I found out years later that I actually really enjoy art.

What do you and your family like to do during your free time?

We love to watch movies, bake, go on walks, go to the beach, and spend time with extended family.



SHARE YOUR STORY



Are you enjoying the educational experience at Compass? Tell us! We want to hear from you. Why did you decide to join the Compass family? Or, what do you love most about being part of our community? Share your comments and all of your wonderful experiences at Compass with us! [Click here](#) to share.





Compass Charter Schools

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#ChooseCompass

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 info@compasscharters.org

 compasscharters.org

https://www.youtube.com/watch?v=d_3jyxoCWVU



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Compass Chronicle

Compass Charter Schools | November 2020



'Tis the Season!

Dear Compass Community,

As we are in the midst of this unprecedented holiday season, I reflect on what an incredible Compass Community we have. I am so proud of our resilience and fortitude during this school year. Our staff and families have come together to help support and uplift each other every step of the way.

Our families have been exceptional in partnering with us at Coffee with Compass, the [Parent Advisory Council](#), [Scholar Leadership Council](#), Learning Coach Support Sessions, and more. Together, we are creating an amazing Compass Experience for all of our stakeholders, and that is what makes Compass the Gold Standard in virtual and personalized education!

It has been a very busy fall at Compass thus far! We started [small group tutoring sessions](#), [English Language Live Support Sessions](#), and our monthly Instagram campaigns! We continue to offer exceptional [AVID](#) WICOR (Writing, Inquiry, Collaboration, Organization, and Reading) Framework sessions with our new AVID Coordinator, Andrea Lomeli. We have continued to enjoy the ride on the Energy Bus every week with our incredible tips of the week.

Our [Counseling Services Department](#) has held excellent and timely sessions on Social Emotional Learning, Financial Aid Basics, My Multicultural Self, and more. We had terrific Spirit Week and Red Ribbon Drug-Free Week, October 26-30. And, of course, our virtual scholar field trips, where we virtually visited incredible locations like the Aquarium of the Pacific and Angels Stadium!

We honored our [October Scholars of the Month](#), Nominated our favorite teachers for the 2020 Dewey Awards, and

This year, our school-wide WIG (Wildly Important Goal) is that 100% of our eligible scholars will graduate by the end of the 2020-21 school year. This goal has kept our teachers and staff diligently on task and has motivated us towards excellence. We focus every day on accomplishing both small and large achievements with our scholars to work towards this goal. And it is not possible to achieve this WIG without the support of each and every one of you!

The Compass Chronicle is our quarterly newsletter, full of important information and exciting news about Compass Charter Schools. I hope you enjoy learning more about our scholars, our families, our staff, and the fantastic work in and out of the virtual classroom!

Finally, I encourage all of our scholars and their families to be involved in all that Compass has to offer, and if we do not provide it, let us know! ([Virtual Suggestion Box for Scholars](#) and [Virtual Suggestion Box for Parents](#)). We are always looking for new ideas or ways to build on already existing programs. Compass is a family, and you are an integral part of our family. It is truly an honor that our families, both new and returning, have chosen Compass to guide their scholars on their unique educational journeys!

Forever Loud & Proud,

[J.J. Lewis](#)

Superintendent & CEO

Los Angeles
Charter



San Diego
Charter



Yolo
Charter



AVID - Advancement Via Individual Determination



**Using WICOR to
increase rigor and
engagement during
instruction**



What's Been Happening in AVID?

As a certified AVID site, our goal is to continue to grow a college and career going culture of excellence. With two A-G approved AVID Election sections to offer for Options and Online High School scholars, paired with a goal to grow AVID school-wide.

AVID has been focusing this semester on the AVID's WICOR Methodology of Writing, Inquiry, Collaboration, Organization, and Reading. Each AVID scholar session has delved into these methods and how to use them in studying and scholar success.

Counseling Services Department

Meet the CCS Counseling Team!



What's Been Happening in Counseling?

The Compass Charter Schools (CCS) Counseling Department is off to a running start this year, with some big goals to achieve! In addition to our weekly live learning labs that take place every Tuesday at noon for our High School scholars, and every Thursday at noon for our Middle School scholars, each counselor is now hosting the following:

- **Morning Starter** every Monday through Thursday at 9 am
- **Firebird Talk** every Monday through Thursday at 3:30 pm
- **College Roadmap** every Monday through Thursday at 2:30 pm

These small group sessions are aimed at giving scholars a chance to connect with their counselors here at CCS, as well as with their peers in a no-stress, inclusive, and welcoming environment. These sessions include school updates, motivational videos, fun Kahoot games, and Q&A time!

Mr. Samples Morning Starter!

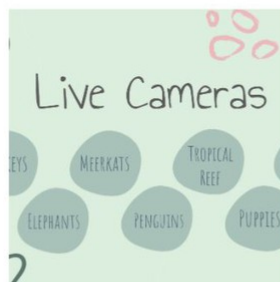


Additionally, the CCS Counseling Department has introduced yet another way for us to connect with our scholars and families - [Counseling Virtual Offices](#)! Our offices even feature a Calming Corner, where counselors share resources related to [Coping Strategies](#). We are so proud of how our Virtual Offices turned out this year!

Explore & Learn More



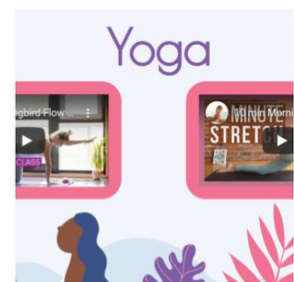
[Journaling](#)



[Live Cameras](#)



[Games & Puzzlers](#)



[Stretching & Yoga](#)

Counseling Staff Spotlight: Gabriela Ayala, Counselor!



What is your job title and job responsibilities at Compass? How long have you worked for this organization?

I am a counselor and work with scholars in grades 6-12 with last names A-Co. In my role as a counselor, I am responsible for the developmental needs of all my scholars through our comprehensive school counseling program, which addresses a scholar's academic, career, and personal/social development. In collaboration with my colleagues at CCS, we are able to support our scholars' emotional and social growth through our guidance curriculum, individual

student planning, and responsive services. I have been a counselor at Compass for five and a half years.

Tell us your “why” for doing what you do here at Compass.

I am here at Compass because I enjoy working with our scholars and supporting them in their educational goals. I do this because it brings me joy to see our scholars reach their full potential and graduate.

As a counselor, is there a piece of advice you’d like to share with learning coaches or scholars?

Scholars never give up. Study, work hard, and advocate for yourself. Remember, you can accomplish anything you set your mind to.

Share one thing about you that very few people know.

Few people know that my first career choice was to be a general surgeon.

What do you and your family like to do during your free time?

My family and I like to be outdoors during our free time. Whether that is playing soccer as a family, hiking at our local trails, or bike riding to the beach. On the weekends, we love to take short trips to San Diego and go jet skiing or Palm Springs to ride dirt bikes.



Counseling Stories

We always enjoy hearing feedback from our scholars and families. Here is a sample of what you all are saying this year so far!

“Thank you for recording your Morning Starter during the Zoom shut down this year and sending it out. We are really enjoying these inspiring videos!” -**The Lyles Family**

“I have a new middle school family that just joined CCS at the beginning of October. I recently had a phone conversation with the Learning Coach who said that their scholar is excelling in CCS’s virtual environment. They are very happy with their Supervising Teacher, and overall they are having a very positive experience here at Compass so far! -**Kiki Helton, Counselor**

Scholar Spotlight: Isabella Ponce



"Isabella is a sixth-grade Options scholar here at CCS of Los Angeles; she is very committed to attending Morning Starters and Firebird Talks regularly. She has such a positive attitude, great coping strategies that she practices during this stressful time, and always completes her work! Excellent work, Isabella!"

-Mandi Schwartzberg, Counselor

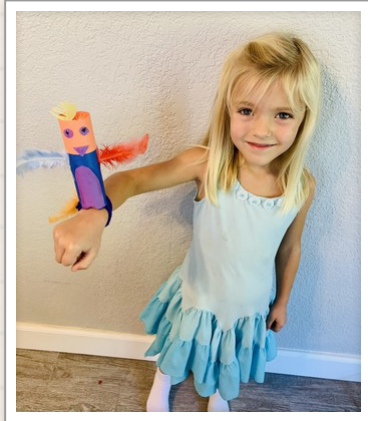
Engagement Department



What's Been Happening in Engagement?

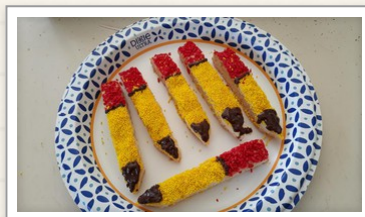
Virtual Scholar Workshops!

We've been having a blast this year connecting with our scholars through our virtual engagement offerings! Scholars have experienced a variety of workshops, including a visit from a STEAM Team Chemist, Baketivity, iFly, Computer Drawing and Animation, Aquarium of the Pacific, Autumn Festivities Around the Globe, Barnabas Robots, Rock the Vote, Schulz Museum, MoxieBox Fall Themed Watercolor Art, Tech Interactive Design Challenges, Amelia Bedelia's First Apple Pie, Sawdust Factory, Bilingual Social hour, and Fall Scholar Talent Show. Each workshop has provided a unique hands-on experience, allowing scholars to create a variety of fun projects using their kits.



Clubs!

We currently have 25 active clubs, from Lego Club to Minecraft Club, which have been off to a great start this year! Live club meetings have resumed, and our advisors have been enjoying our scholars' dive into their passions!



Contests!

Congratulations to the following contest winners for September and October!

September - Back to School Contest: Emmanuel C.

October - Spirit Week Dress-Up Days Contest: Alexa T.

October - Pumpkin Decorating Contest: Avery W.

Our November contest is all about saying "Thank You!" Scholars are encouraged to think of someone they want to thank! It could be a parent, teacher, friend, or even your mailman! Scholars are challenged to find materials around their house (materials can be bought if you'd like, but it is not required) and create a homemade "thank you" gift or poster. Once the gift is complete, it can be delivered (if the person is within your household), or scholars can send a photo of it to the person you chose!



Spirit Week!

Spirit week began with an exciting kick-off and a Red Ribbon Week inspired virtual scholar workshop where scholars learned about the importance of being vape-free. Scholars did a fantastic job showing their Firebird pride by taking the Red Ribbon Week pledge to "Be Happy, Be Brave, Be Drug-Free." We also hosted Dress-Up days, including themes like "Save the Day from Drugs," where we dressed up as superheroes, and "Stay Strong Against Drugs," where we showed our strong muscles!



Event Highlight!

This quarter's Virtual Scholar Workshop spotlight goes to **Baketivity**!

Our scholars did an amazing job in both workshops learning the basics of cookie creation. Our first Baketivity workshop was "back to school" themed and focused on baking pencil-shaped Biscotti. Scholars also learned the importance of anti-bullying.

In our second Baketivity workshop, scholars mixed ingredients together to create chocolate chunk cookies. They also got to practice their drawing skills with a game similar to Pictionary! At the end of both sessions, we all tried our cookies together; they were delicious!



Special Education Department



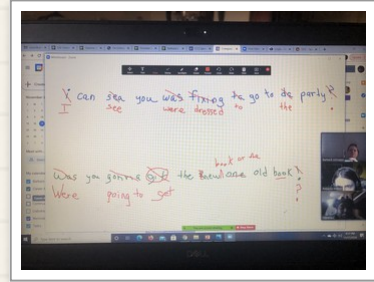
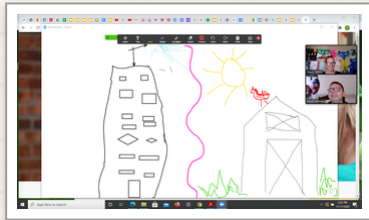
What's Been Happening in Special Education?

The Special Education team has been busy meeting with families and scholars. We have enjoyed getting to know all of our new Compass families and connecting with our returning scholars and parents.

During the 2020-21 school year, the Special Education team has been utilizing three new programs: Read Naturally, Max Scholar, and Ascend Math, to help scholars meet their goals in fun and interactive ways. Our educational specialists have been seeing amazing results from utilizing these amazing programs!

The addition of our outstanding SPED Clerk, Gabriella Gonzalez, has helped the Special Education Team grow and support scholars in new ways. Gabriella has taken over the communication between Designated Instruction and Services (DIS) and Compass. This support has helped the team operate more successfully in their day to day tasks.

Special Education Work Samples!



Special Education Staff Spotlight: Marki Salcido, Educational Specialist!



What is your job title and job responsibilities at Compass? How long have you worked for this organization?

I'm an educational specialist, and I am responsible for a caseload of exceptional scholars who need specialized support. I have worked for Compass since August 3, 2020.

Tell us your "why" for doing what you do here at Compass.

I've always known I wanted to be a special education instructor. My aunt has Down Syndrome, and I remember feeling protective from a very early age. When I had children of my own with special needs, my calling was strengthened, and it became clear I needed to be a voice for those who often do not get heard enough. I love working with my scholars, and I am passionate about their ability to progress and be as successful as possible.

As an educator, is there a piece of advice you'd like to share with learning coaches or scholars?

Keep pushing. There are going to be times when you're frustrated, and it feels like an uphill battle, but I promise, the light at the end of the tunnel is worth it! Learning coaches, your strength is amazing, and I am in awe every day of you and your families.

Share one thing about you that very few people know.

I have four children. My 16-year-old had a heart transplant in 2014 at the age of ten, thanks to our donor family's caring act of love. Our donor angel was a young girl who was 13 years old. We are thankful each day for our gift.

What do you and your family like to do during your free time?

I like to listen to music and read when I have time for myself. My family loves to go out on the lake and fish, go to concerts and watch family movies together!

Giving to Compass



Your **donation to Compass Charter Schools** helps enhance and expand the Compass Experience for our scholars, learning coaches, and staff.

The easiest way to give is online at <https://www.compasscharters.org/giving/>.

If you can make a gift, the Compass family will benefit greatly.

Do not forget to check if your company will match your donation to Compass. It is an excellent way to SUPER-SIZE your donation! Thank you!

SHARE YOUR STORY

Comments




Are you enjoying the educational experience at Compass? Tell us! We want to hear from you. Why did you decide to join the Compass family? Or, what do you love most about being part of our community? Share your comments and all of your wonderful experiences at Compass with us! [Click here](#) to share.



Compass Charter Schools

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Visit our [website](#) for more information about our academic programs. Want to get connected? Give us a shoutout on Facebook, Twitter, or Instagram: @CompassCS #CompassExperience

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 compasscharters.org

https://www.youtube.com/watch?v=d_3jyxocWVU



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Compass Chronicle

Los Angeles Charter | November 2020

A Word from our Principal, Janae Smith

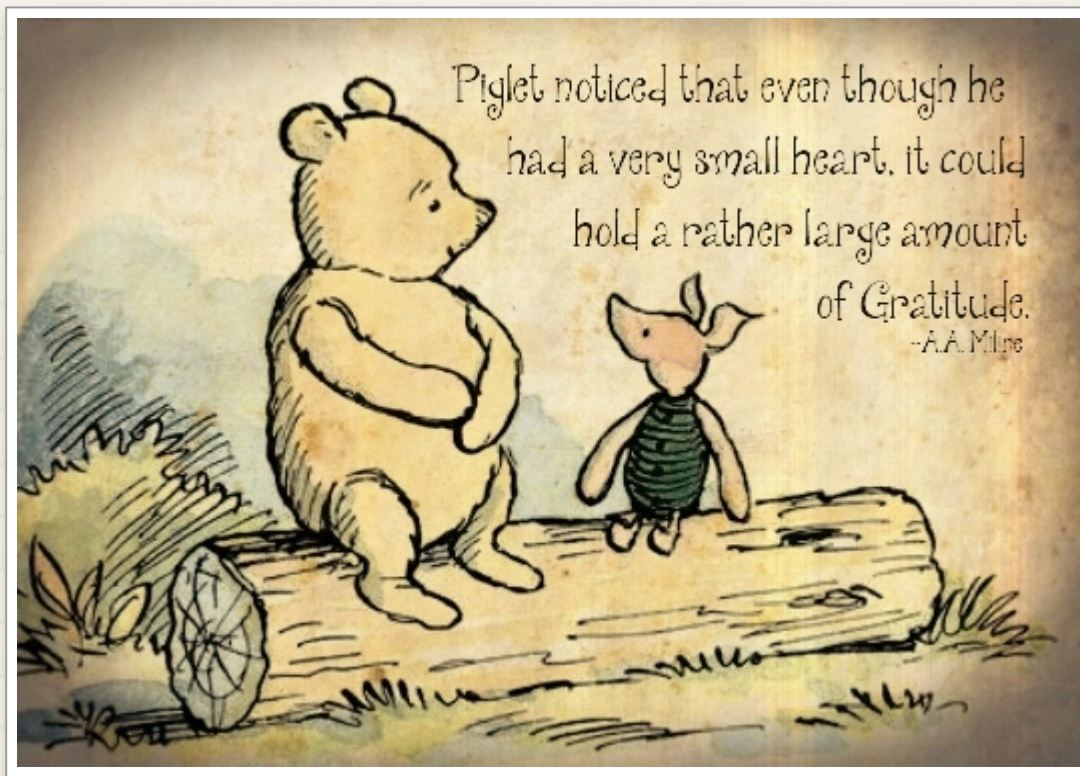
Greetings to all of the Compass Charter Schools (CCS) of Los Angeles families!



As the holiday season is in full swing, I have many opportunities to express my gratitude and share my thankfulness. I am most thankful for our amazing families and our learning coaches and scholars' hard work and dedication.

As we navigate this "new normal" regarding the pandemic, my concern for our scholars' success weighs heavy on my heart. Yet, in meeting and talking with many CCS LA families, I am comforted by the excellent examples of kindness, creativeness, and innovation that have risen from such a trying time. Our families are genuinely remarkable, and our scholars are finding many opportunities to celebrate their successes.

As this holiday season continues, I hope that you will find peace and joy while embracing those you love who are with you, and remembering those sweet memories of those who may not be; and connecting with those near and far to express gratitude and thankfulness. To quote A.A. Milne, "Piglet noticed that even though he had a very small heart, it could hold a rather large amount of gratitude." May your hearts be full this holiday season and in the new year.



What's Been Happening at the Los Angeles Charter?

Our Compass Charter Schools of Los Angeles (CCSLA) supervising teachers (STs) have been busy these past few weeks. They have held over 100 connections meetings a week! Although we have had to move these virtually, Coffee with Compass has been an excellent time for families, teachers, and administrators to meet and get to know each other a little better. These virtual coffee sessions are also a perfect time for families to directly share any highlights and/or concerns with our Superintendent, J.J. Lewis. It has been exciting to learn about all that we have in common as educators, learning coaches, and parents.



Options STs and families enjoy using the new personalized learning plan (PLP) to review scholar academic progress. Our families have also provided beautiful projects and work samples to show their learning from home. The new ordering system, OPS, has proven to be a great tool in helping learning coaches and STs ensure that the best curriculum is provided to ensure academic excellence.

Our online STs have resumed Zoom learning labs, and scholars are engaging with their teachers and peers. Whether it is competing in a quizzes activity, collaborating on a group project, or listening to a guest speaker, our online scholars are actively participating in all of their sessions. Likewise, scholars are engaged in their new Accelerate Education courses and have effortlessly embraced the new system. Many online scholars have shared that, although the new curriculum can be challenging at times, they are learning a lot and enjoying being able to dive deeper into concepts and their learning.

CCS LA also had three delegates attend the Computer-Using Educators (CUE) conference. They learned about the newest web 2.0 tools to help their scholars in our online and options program. These fantastic delegates have been sharing all that they learned with the entire CCS LA team. Families should be on the lookout for these amazing web 2.0 tools being shared with them to best support their scholars and learning.

The entire team looks forward to families sharing many more successes throughout the 2020-21 school year!

Work Samples and Learning Labs!

Culture Lab!

In Mr. Spink's biology class, scholars worked together to analyze the culture lab.

The screenshot shows a Google Docs document titled "Biology Classroom Culture Activity" with a URL: https://docs.google.com/document/d/1m14Q2s6S_Z4C4H5Mg9Tj0vTKcRacDnTlUj/edit. The document content includes:

Biology Classroom Culture Activity

What will you do to help contribute to a classroom culture that is safe, supportive, inclusive, and welcoming for everyone?

(Hint: Think about how you want to be treated while working with classmates during discussions and activities.) I can help by giving not [redacted] raised a lesson, being inclusive in group projects, and being accept [redacted]

Start a class list below.


- I can contribute to a classroom culture that is safe and welcoming for everyone by not judging others.
- By making sure to participate I could encourage other classmates to do as well, and maintaining a [redacted]


Having a positive attitude and not pressuring anyone to do anything they don't want to do. Not judging people for their interests, and instead, being supportive. [redacted] can be patient. [redacted]






Having a positive attitude and being very support [redacted]

Be a kind and supportive person [redacted]

I can contribute to a classroom culture that is safe, supportive, inclusive, and welcoming to everyone by only putting positive material in the chat, not making [redacted]

CODE: 5EC6X  + Add Action

 **Ms. Davis' Spanish Learning Lab!**
Dia De Los Muertos is about honoring the dead. In what ways do you (or others you know) honor those who have passed?

Student	Answer	PARTICIPATION 100%
Joseph	I know that some people go to their graves to put flowers or other items of meaning in f...	
Michelle	Visiting the cemetery where my grandpa is buried. Having a tradition of watching his fav...	
Melia	We just started celebrating this year. We made an ofrenda that had Marigolds, the officia...	
Steven	Some people sing songs about the dead.	
Guinevere	My family goes to the cemetery and we bring flowers and stay there for about an hour t...	

Central Idea!


The fourth graders in Ms. Fullerton's class learned about how to find a central idea.




zoom Mrs. Fullerton's 4th Grade Room Friday's at 12pm - Shared screen with speaker view

docs.google.com/presentation/d/1KaGdx5OUzpf2RHTUgUgA2DXo_nDkookT8zDCastek/edit#slide=id.gab216b0a11_1_8

Remember to ask yourself...

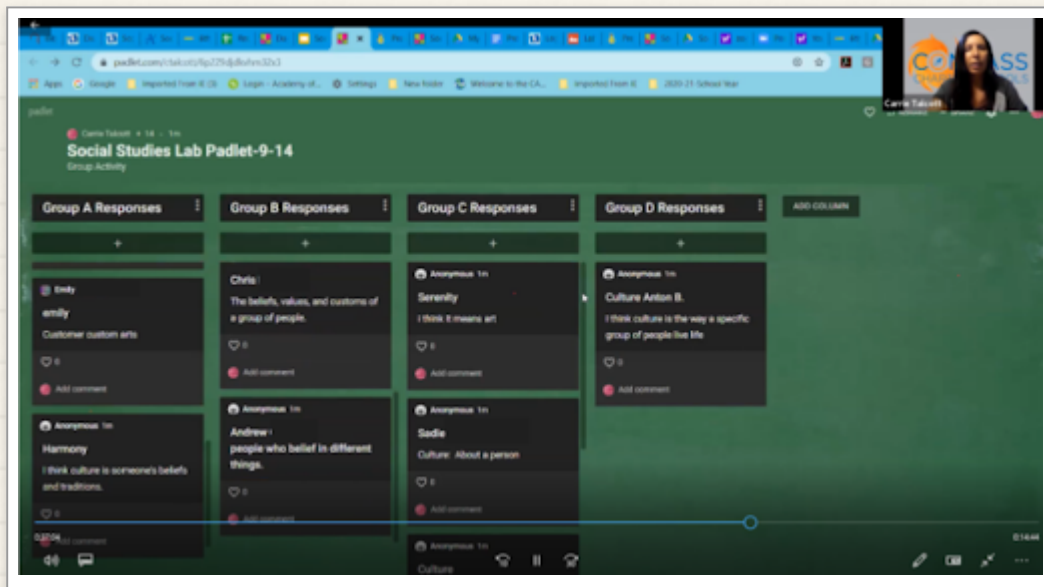
What is the central idea or overall message that the author expects the reader to realize by the time the reader finishes the story?



00:13:22 / 00:38:03  Speed  

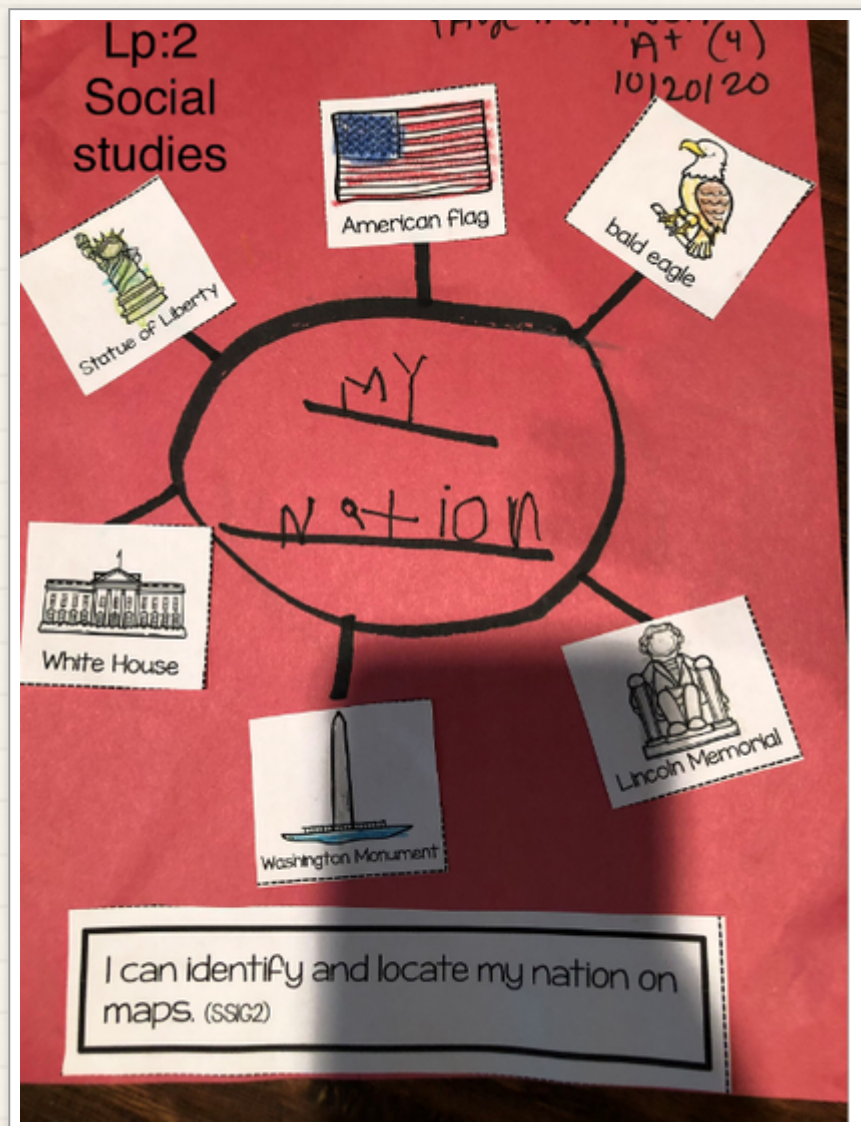
Culture!

Middle school social studies scholars collaborated to share their definition of culture in Ms. Talcott's class.



US Monuments!

Faye, T. shows his first-grade social studies skills by creating a web map to identify US monuments.



Macular Degeneration Presentation!

Seventh-grader, Jax D. researched and presented information about Macular Degeneration.

WHO GETS IT & WHAT DOES IT DO?



Age-related Macular Degeneration (AMD) is an eye disease that may get worse over time. It's the leading cause of severe, permanent vision loss in people over age 60.

It happens when the small central portion of your retina, called the macula, wears down. The retina is the light-sensing nerve tissue at the back of your eye.

Because the disease happens as you get older, it's often called age-related macular degeneration. It usually doesn't cause blindness but might cause severe vision problems.

MACULAR DEGENERATION CAUSES & PREVENTION

JAX

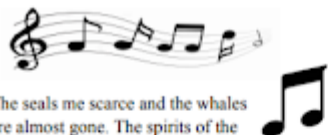


Culminating Project!

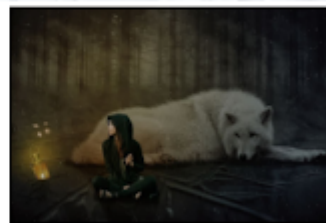
Isaac B creatively shared pictures in his culminating project for Julie of The Wolves novel.



"Amaroq, wolf, my friend,
You me my adopted father.
My feet shall run because of you.
My heart shall beat because of you.
And I shall love because of you."



The seals me scarce and the whales
are almost gone. The spirits of the
animals are passing away. Amaroq,
Amaroq, you are my adopted father. My feet
dance because of you. My eyes see because of
you. My mind thinks because of you. And it
thinks, on this thundering night,
That the hour of the wolf and the Eskimo is over.



-Isaac Bronzan

Science and Gardening!



Sofia C. shows her Tk
Science skills by learning
about llamas in combination
with gardening.
She made a llama cup
planter and grew some
clovers.

Scholar Story: Logan Wong, a Sixth Grader



Logan was bored at the brick-and-mortar school; for example, the teacher gave everyone 15 minutes to complete the task, and he completed it in one minute and sat there quietly for the next 14 minutes. While he got along with his friends and was a "model" student, as he did everything the teacher asked, he sometimes appeared to be an outsider looking in.

We chose CCS because his brick-and-mortar school was being difficult when we requested an IEP assessment for Logan.

Logan loves learning at home; he studies content at his own pace (touch the surface because it's a requirement or digs deeper into the topic because he's interested). He picks topics of interest (for social science, he researched and wrote about battleships and weapons in World War II).

There are no typical days for Logan. When possible, he starts the day at 9 am with CTC Math and then Rosetta Stone (French). The requirement is 30 minutes of each, but he tends to continue for about an hour.

The main challenge is when we ask him to complete work to meet Common Core requirements, and he is not interested in the work. We explain that, in life, we all have to do work that we do not want to, but that it will benefit us. When applicable, we also explain how common core work relates to the subjects he is interested in.

Being new to homeschool, we wanted to work with a charter school to have additional guidance and support. We have a friend who has homeschooled her three children for the last ten years, so we spoke with her. We learned about the importance of "approved vendors" and found the vendors that we wanted on Compass's list.

Support at CCS has been amazing! Our supervising teachers understand; they work with our schooling philosophy and help us find ways to meet requirements. Other support areas have been very forthcoming, including IEP assessment, middle/high school, college counselors, and support programs for students and the learning coaches (i.e., parents).

Some advice for other families is we know that tailored/targeted instruction is most efficient, and personalized learning at CCS is precisely that. While it will take a while to find your "own way," you are given the time and support to get there.

Logan shares, "I get to learn things that I want to learn, like biology (the study of animals), science (everything except for anatomy), math (everything), cooking, and more!"



**Staff Spotlight: Meet Michelle
Fullerton, Online Elementary School
Teacher!**



Hi! My name is Michelle Fullerton. I am an Online Elementary School Teacher teaching fourth grade this year. This is my eighth year teaching at CCS. I love Compass!! I love connecting with my scholars and families and helping them to succeed in an online learning environment. My advice to families is always to personalize your learning environment to fit your scholar's needs. Create your schedule, routine, and system of accountability, and I am here to support you in any way that I can. I enjoy spending quality time with my almost nine-month-old baby girl Paisley and my husband in my free time. We love taking walks and enjoying the outdoors.

Staff Spotlight: Meet Danielle Kiefner, Options Supervising Teacher



I am a Supervising Teacher with the Options Program. I have worked for Compass Charter Schools since September of 2019.

I love being a supervising teacher here at Compass for many reasons; a primary reason I get to work with, get to know each family and support each scholar and family uniquely based on their individual goals and needs.

As an educator, I would share advice with learning coaches and scholars to never give up; instead, get support for what you want to accomplish and see it through.

One thing about me that few people know is that I have a Bachelor of Arts degree in Psychology, and I am a certified Hypnotherapist, licensed by the ACHE. (I am not practicing at the moment).

My two daughters and I love hiking, traveling, reading, art, crafting, listening to music, and dancing in our free time.



SHARE YOUR STORY



Are you enjoying the educational experience at Compass? Tell us! We want to hear from you. Why did you decide to join the Compass family? Or, what do you love most about being part of our community? Share your comments and all of your wonderful experiences at Compass with us! [Click here](#) to share.



Compass Charter Schools

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850 Hampshire Road, Suite P, ...

info@compasscharters.org

compasscharters.org

https://www.youtube.com/watch?v=d_3jyxoCWVU



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Compass Chronicle

Yolo Charter | November 2020

A Word From our Principal, Jason Bee

Greetings, Compass Yolo!

I hope this newsletter finds you all in good spirits and health. As we close in on the end of 2020, it's a great time to reflect on all of the work and how far we have come since the beginning of the school year.



I'm thankful that I have been able to meet many of you since the beginning of the school year, and I hope that you will be able to find time to join me and our Assistant Principal, Ms. Karle Roberts, at our next Yolo Coffee with the Principal.

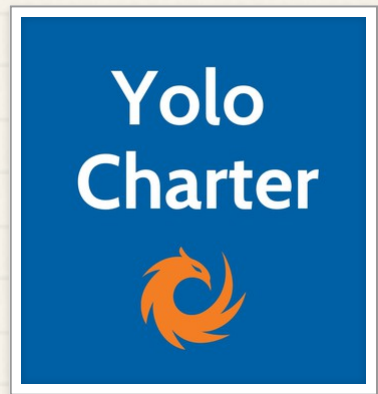
Keep an eye out for this event and many others on Parent Square as they are important opportunities to come together as a school and celebrate our scholars' success. I hope you enjoy this quarter's newsletter as it celebrates our school community and spotlights our scholars, teachers, and families and all the work they do each and every day as we challenge and inspire each other to overcome challenges and aspire to reach our goals.

Forever Loud and Proud!

Jason A. Bee

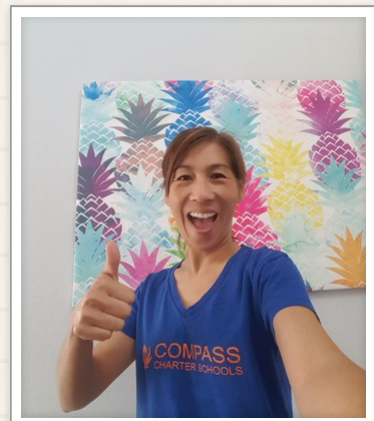
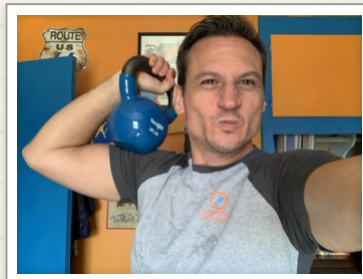
What's Been Happening at the Yolo Charter?

CCS scholars and teachers have been very busy this year! Between weekly learning labs, connections meetings, Parent-Teacher Conferences, and clubs, there is always something going on and ways to engage in learning and getting to know your classmates. In addition, we always find the time to come together and celebrate, as can be seen in the pictures below!



Spirit Week!

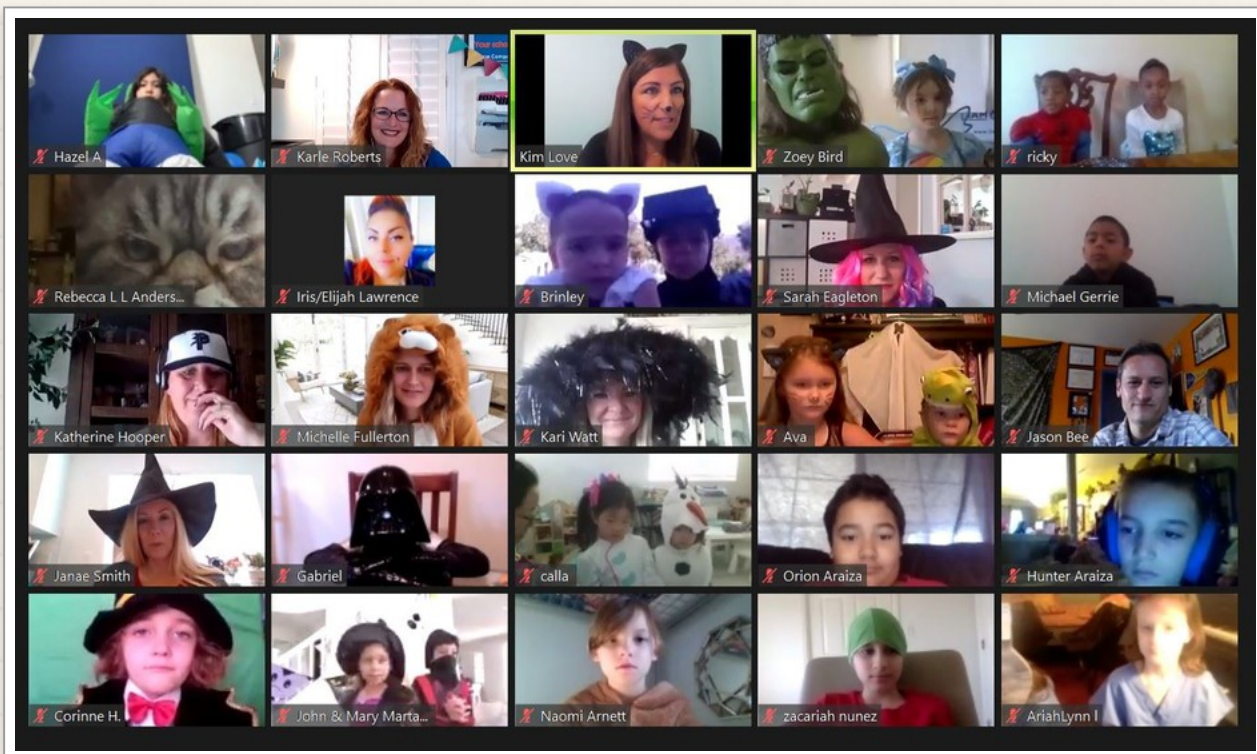
Spirit Week was a blast at CCS Yolo! We all had a lot of fun dressing up and celebrating our school spirit during virtual celebrations and on social media! Here are a few of us showing off our school spirit during Spirit Week!





Elementary Halloween Parade!

It was so great to see all of our youngest scholars come all dressed up in their Halloween costumes! Thanks to the Online Elementary Team for putting together this fun event!



Veterans Day Recognition

Even though Veteran's Day was a day off from school, Niko H. (second grader) spent time learning about the meaning of the holiday. He then painted this American flag for his neighbor, who is a veteran.



Work Samples and Learning Labs!

Options Scholars

Addition Practice!

Elena E. shows her first-grade addition practice using a number line.



Now all that was missing is a book.
Thank you and well done!

Back at headquarters, the Number Jacks are playing a jumping game on a numberline. Whoever gets the highest score wins.

4 goes first. His equation is 5×3 .

First, he jumps 5 spaces.

Then, he jumps 3 spaces.

4 lands on 8. 8 is 4's score in the game.

Show each number's turn and where they land.

2's equation is $4 + 2$

6's equation is $1 + 5$

3's equation is $4 + 5 + 0$

4's equation is $4 + 2 = 6$

6's equation is $1 + 5 = 6$

3's equation is $4 + 5 + 0 = 9$

Who wins?

3! Hooring, 2!

3

Oh, No! The Puzzler has taken 3 in his orange bubble.

Quick! Pull out the doubles. Help some Brain Gears to help solve the Puzzler's puzzle and free Three!

11	11	4	a Double 1	a Double 4
4	4	1	a Double 1	a Double 1

Good job! Now solve the Puzzler's puzzle.

THE PUZZLER

Are these addition right? Check yes or No

$1 + 2 + 3 = 6$	yes or No	$4 + 2 + 3 = 9$	yes or No
$1 + 7 + 2 = 10$	yes or No	$2 + 3 + 2 = 7$	yes or No

Hooring! you solved the puzzle and freed Three.

3

STORAGE FILE IN STORAGE PATH 07/30/20

Great problem-solving! Bravo!



Stonehenge!

Torin M., third-grader, has started his unit study on Ancient Europe and the coming of the Bronze Age. He is learning about the Bell Beaker Culture, how they lived, and what they created. He kicked off the study by making a replica of Stonehenge.



Robots!

Carter A. used his Tinker crate from KiwiCo to build a walking robot. This was a great project for him to focus on his reading skills, following detailed instructions, and learning about electricity, motors, and robotics.



Math Skills!

Aria B., a kindergartener of Ms. Moyher's, has been learning about measurement, shapes, and counting. She used this knowledge to design and build a model of a spacecraft!

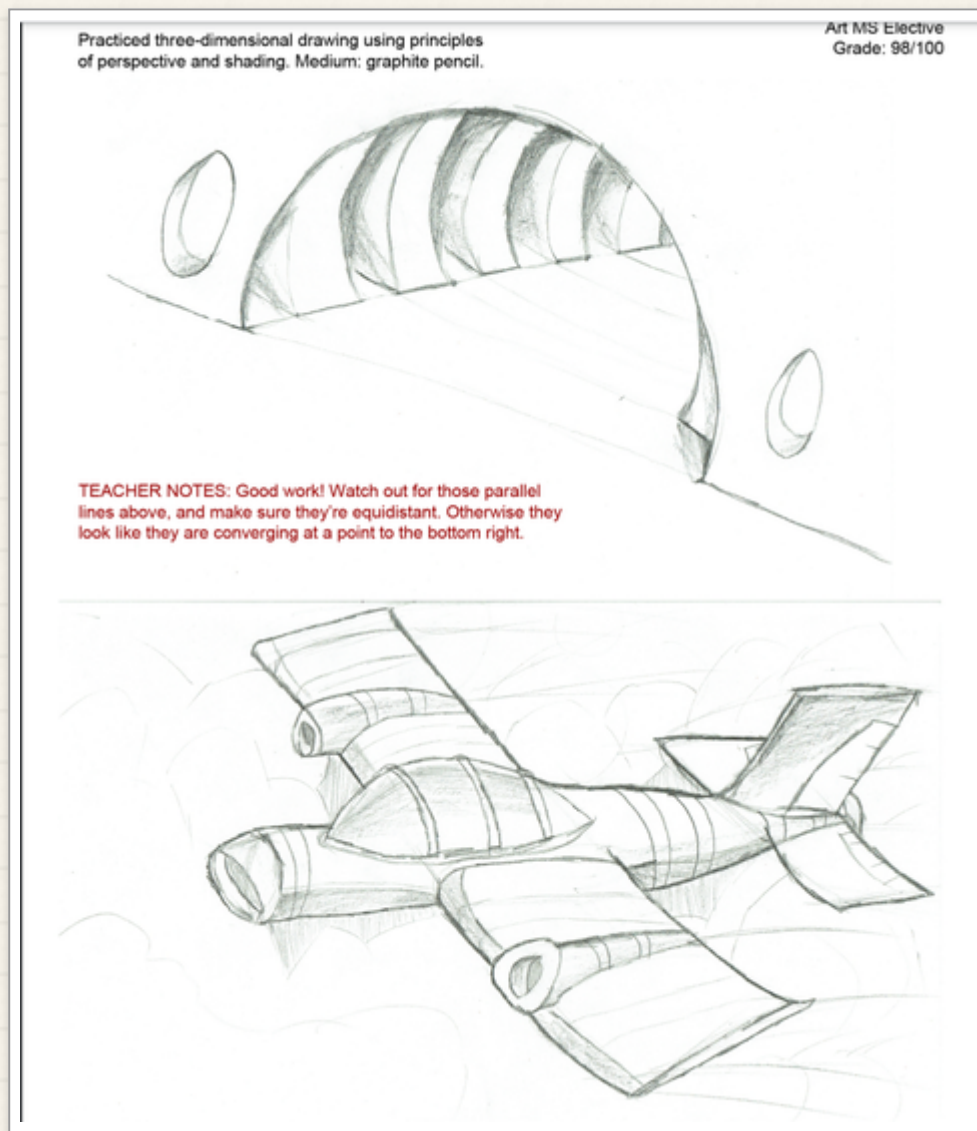
Solar Systems!

Samyama M., a TK scholar who has been learning about the planets and the Solar System. I love how she has given them such personalities in her drawing!



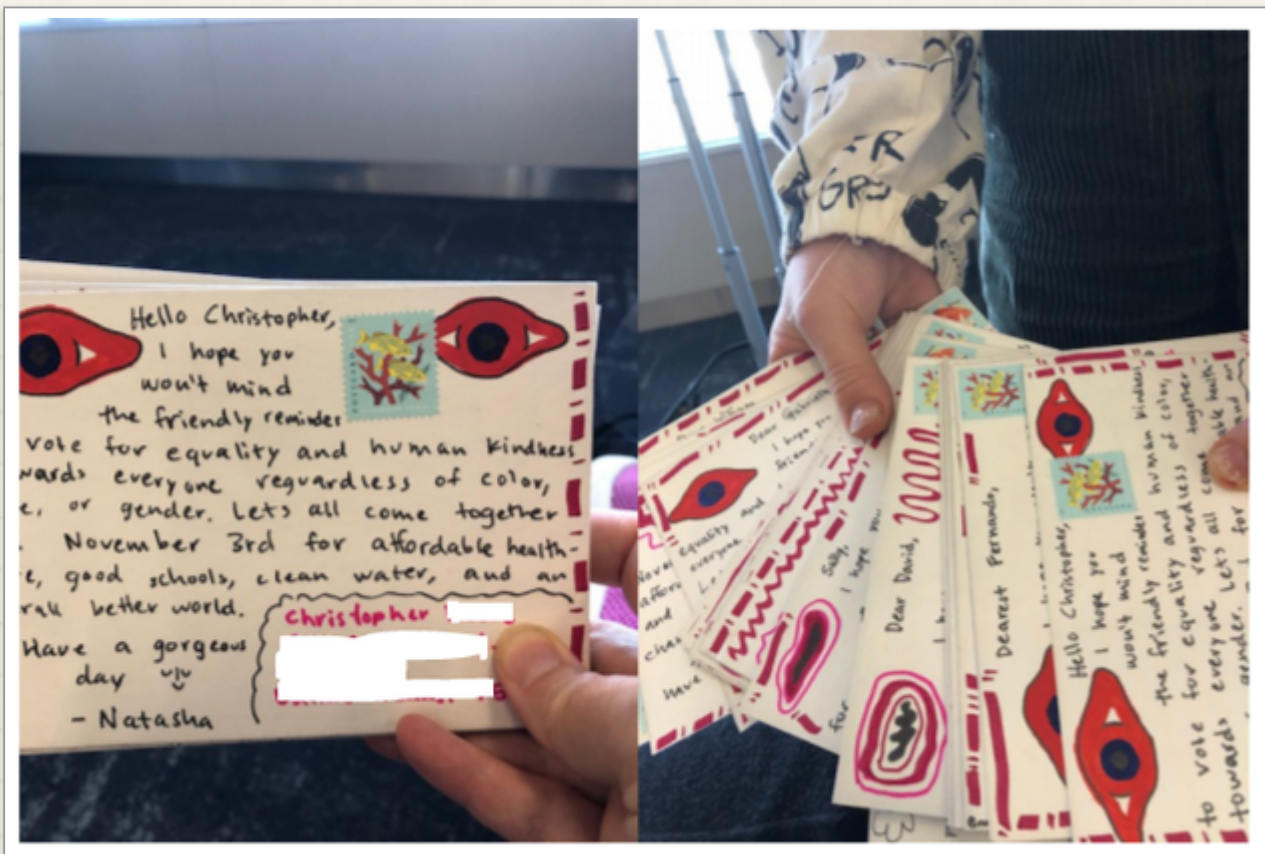
Drawing Skills!

Thomas A., a middle school scholar, shows his growing artistic talent in his art class.



Vote!

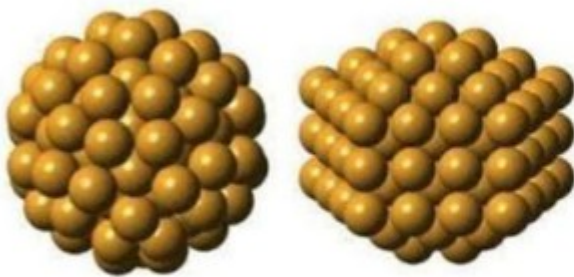
Natasha H. sent postcards to Texans to encourage them to go out and vote.



Quantum Physics!

Roberts, seventh-grader, has been working on Quantum Physics. He has done some research into what makes up an atom.

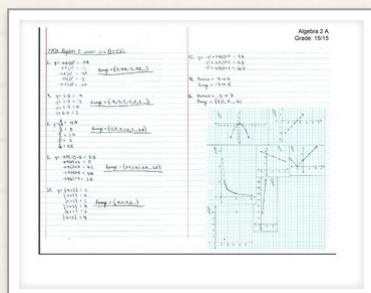
Atoms make up everything by bonding to other atoms.



Hydrogen was the first atom ever created by the Big Bang. The Big Bang created quarks as the universe cooled. The quarks worked with the already present electrons to make an atom. The quarks made the nucleus and the electrons made the shells.

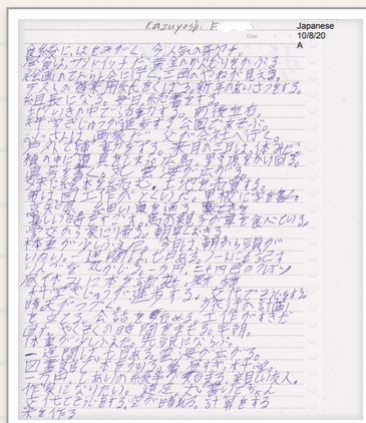


Helium was the second atom ever created.



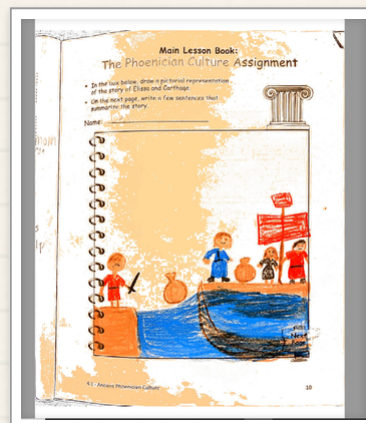
Algebra 2!

Jeremiah A., a highschool scholar, shows attention to detail and problem-solving skills in this Algebra 2 assignment.



Writing in Japanese!

Kazuyoshi F., a highschool scholar, is expanding his knowledge of spoken Japanese to reading and writing.

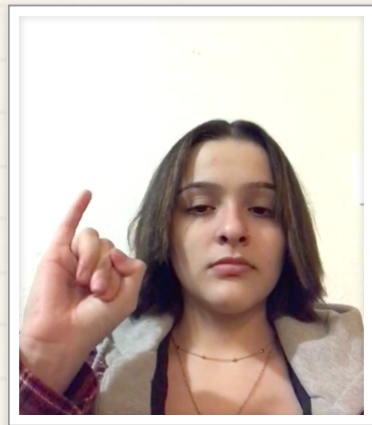
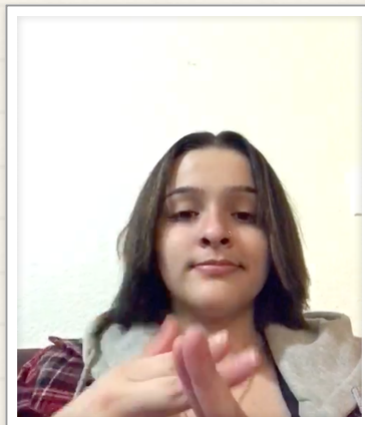
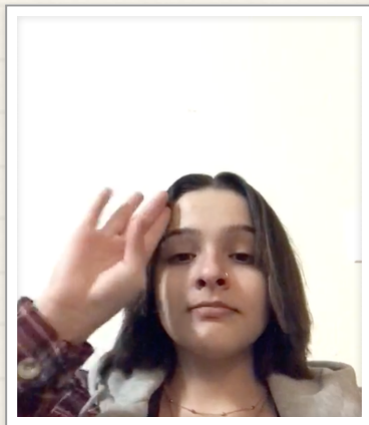


Phoenician Culture!

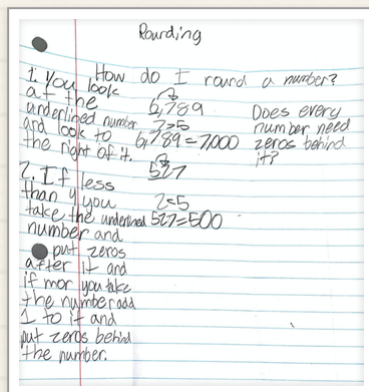
One of our online elementary scholars Lexi V., drawing an amazing picture after learning about the Phoenician culture!

Sign Language Skills!

Adriana C., an 11-grader of Ms. Moyher's, demonstrates parts below how to sign "Hi, my name is Adriana!" in American Sign Language.

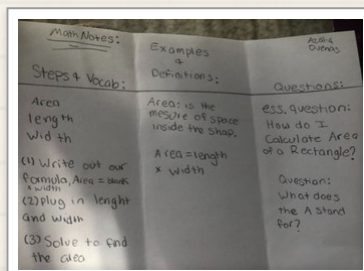


Online Scholars



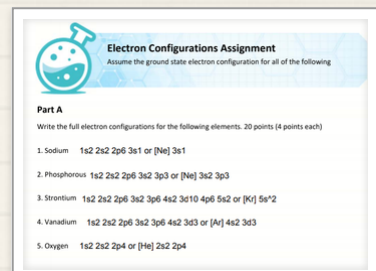
Rounding Numbers!

Ryder M., a middle school scholar, demonstrates AVID Math note-taking skills with this set of notes on rounding whole numbers.



Area of a Rectangle!

Azalea D., a middle school scholar, demonstrates AVID Math note-taking skills with this set of notes on finding the area of a rectangle.



Electron Configurations!

In high school Chemistry class, Samantha G. shows her excellent chemistry knowledge by completing electron configurations.

Function Notation!

Algebra 2 online high school scholars practice their function notation in the live Algebra 2 learning lab.

OPERATIONS USING FUNCTION NOTATION

$$F(X) = X^2 + 3X \quad \text{AND} \quad G(X) = 5X - 2$$

Addition notation: $f(x)+g(x)$ or $(f+g)(x)$

Subtraction notation: $f(x)-g(x)$ or $(f-g)(x)$

Multiplication notation: $(f \cdot g)(x) = f(x) \cdot g(x)$

Division notation:

$$(f/g)(x) = \frac{f(x)}{g(x)}$$

$$\frac{x^2 + 3x}{5x - 2}$$

$$x^2 + 8x - 2$$

$$x^2 + 3x + 5x - 2$$

$$x^2 - 2x + 2$$

$$(x^2 + 3x)(5x - 2)$$

$$5x^3 - 2x^2 + 15x^2 - 6x$$

$$5x^3 + 13x^2 - 6x$$

Scholar Spotlight: Meet Drennan and Gianna T., Options Scholars



Distance learning was not a good fit for us, and when we found out that we could enroll our children in Compass Charter Schools, we were beyond thrilled. Coming from an educational background, we know how important it is to foster a lifelong love of learning for our children, Gianna (eighth-grade) and Drennan (first-grade). We are first-time homeschoolers, and the Options Program has not only encouraged our kids to accept their true selves, but they can now learn at their own pace.

This journey has helped us reclaim our family time, and my children's learning needs are finally being met! Being able to handpick curriculum is preparing Gianna for high school rigor and allows her to explore her love of the sciences through hands-on activities beyond textbook pages.

Drennan is engaged, looks forward to his speech therapy sessions, and loves Compass's subscriptions. Outside of school time, the kids like to create new projects, collecting Funko Pops, participate in CrossFit and swimming, and attend live music concerts. Being a part of the Compass Family has enabled us to embrace our interests, now more than ever.

Learning Coach - Paulina Tatum and Supervising Teacher - Christina Vert



Scholar Spotlight: Meet Cameron I, First-Grade Scholar!



We chose Compass Charter School for our son Cameron to provide him with comprehensive and well-rounded education tailored to meet his individual interests and needs. Our kindergarten year was wonderful, and we are excited to be with Compass again for first grade.

Cameron is truly flourishing with his personalized educational plan, and he loves the flexibility to pursue his interests. He enjoys karate, spending time outside as a family, and researching his favorite topics like the weather and animals. One of his favorite places to go is the Birch Aquarium.

Cameron frequently shares that math and science are his favorite subjects. He currently would like to be a meteorologist when he grows up! I believe a big part of his love of learning has been the ability to choose a curriculum that meets his needs and learning style combined with real-world, hands-on experiences.

We are thankful to have such a wonderful partnership with our supervising teacher and his speech therapist, and we have loved our experience with Compass.

Learning Coach - Lauren Ignacz and Supervising Teacher - Christina Vert



**Staff Spotlight: Meet Mrs. Kim Love,
Online Elementary Teacher!**



In her seventh year at Compass, Mrs. Love is one of our most experienced online elementary teachers. Along with her teaching duties, she is an active member of the Online Learning Committee and a Supervising Teacher (Homeroom) and the primary contact for her scholars and learning coaches and their educational-related needs.

Mrs. Love shares how much she enjoys working alongside the scholar's learning coach to help provide the scholar with the best educational experience that all children deserve to have.

"Most importantly, I am here to support the scholar's educational, emotional, and academic well-being," Mrs. Love reflects when asked about her role here at CCS.

She explains her "why" for being a supervising teacher at Compass is because, "It allows me to do what I love most, help inspire, and develop young scholars while caring for my family at home. There is truly no other school that I would rather be teaching for; CCS is the best!"

All Compass teachers serve dual roles, to support scholars and learning coaches. One of the most important pieces of advice that Mrs. Love would like to share, is to remind the learning coach that communication between them and their supervising teacher is as important as with the scholar's primary teacher. The learning coach and supervising teacher must work as a team, share questions and concerns, collaborate and problem-solve, and celebrate the scholar's accomplishments and achievements. The relationship created with each CCS family and their supervising teacher impacts the overall Compass experience.

When not teaching, Mrs. Love is a swim instructor at Jan Thomas Swim School in Clovis, the largest seasonal swim school in the United States. She enjoys spending her free time with her family and vacationing at the beach in their travel trailer. They love to spend time at Avila Beach on the Central Coast!



Staff Spotlight: Meet Christina Vert, Supervising Teacher with the Options Program!



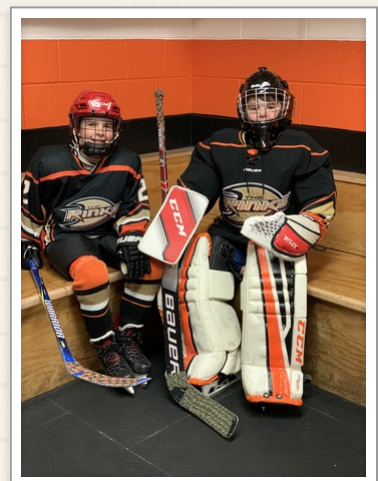
My name is Christina Vert, and I am a Supervising Teacher with Compass Charter Schools. This is my second year working for Compass and my ninth year in education!

My favorite quote about education is:

"You will not reap the fruit of individuality in your children if you clone their education."

~Marilyn Howshall

This is why I do what I do. I want to celebrate each child's individuality and foster their education to meet their needs best. I love working closely with families to help children reach their goals. My goal is for each child to be able to create a life that they love. My passion is to support scholars in any way I can to help them reach their life goals.



As an educator, my one piece of advice for learning coaches is not to be scared of making mistakes. I promise, as long as you are trying your best, you are doing enough. Make memories with learning and teach your child skills that they would not always get in a traditional classroom setting. Be curious with your children and foster their curiosity. If a

lesson goes wrong, that is okay! All you are teaching your children is sometimes things don't go perfectly, but we LEARN and get better each time.

One thing very few people know about me is that I know how to clog! I used to compete in clogging competitions growing up! I am out of practice now, but I am sure I can still put my dance skills to use if the right music is on! I have performed at Disneyland multiple times (both for clogging and marching band)! Another fun fact- I can play the clarinet!

My family and I love to have picnics at the park, go hiking, pick apples, and play board games. I have a two-year-old and a five-year-old that keep me very busy! We also love to ride bikes!





SHARE YOUR STORY



Are you enjoying the educational experience at Compass? Tell us! We want to hear from you. Why did you decide to join the Compass family? Or, what do you love most about being part of our community? Share your comments and all of your wonderful experiences at Compass with us! [Click here](#) to share.



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Learning Continuity and Attendance Plan (LCP)

Quarterly Update

November 2020

[Section 1: In-Person Instructional Offerings \(CCS of San Diego only\)](#)

[Section 2: Distance Learning Program](#)

[Section 3: Pupil Learning Loss](#)

[Section 4: Pupil and Family Engagement and Outreach & Mental Health and Social & Emotional Well Being](#)

Section 1: In-Person Instructional Offerings (CCS of San Diego only)

Action 1	Purchase IT-related support for OCLC scholars and staff as needed to ensure access to high quality academic offerings
Update	<p>The IT Department has been providing loaner laptops and mobile hotspots to scholars that do not have access to devices and consistent internet access. Technical support has been offered through our ZoHo Helpdesk, which provides scholars assistance using their devices, connecting to the internet and accessing their classes/curriculum. The IT Department hosted a virtual 'Lunch and Learn with the IT Team' in early November for staff, and in mid-November for families, where they were able to ask questions and share resources.</p> <p>On our docket: The IT Department plans to continue hosting the 'Lunch and Learn with the IT Team' in December and January for staff and families to discuss anything and everything technology related.</p>

Section 2: Distance Learning Program

Action 1	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 Supervising Teacher, access to online support resources and tutoring. All Principals 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.
Update	<p>Scholars identified through the initial diagnostic assessment results (Istation for scholars in grades TK-5, Edgenuity for scholars in grades 6-12) and Supervising Teacher referrals were notified of tutoring sessions beginning on October 7. In addition to grade/subject specific sessions and office hours for our Tier 3 scholars, tutors also offer Open Office Hours, available to any scholar, throughout the week for drop in questions and homework help. CCS held a learning coach (parent) meeting at the beginning of October to inform Learning Coaches of our MTSS resources for scholars.</p> <p>On our docket: During the months of December and January, CCS plans to continue with our tutoring sessions. The goal is to increase attendance at these sessions by increasing our communication and awareness with scholars and their learning coaches.</p>

Action 2	Identify scholars who are English Learners (EL) and provide additional support and resources to ensure their reclassification.
Update	In the month of October CCS held two parent information nights in English and Spanish to discuss the new ELD course and Lexia curriculum. CCS is currently in the process of identifying eight "To Be Determined" (TBD) EL scholars. Supervising Teachers of TBD scholars are currently proctoring the initial ELPAC

	<p>to determine if they are EL scholars. As of November 15, 10 assessments have been completed, with seven more scheduled to be completed. CCS currently has 207 EL scholars, TBD scholars, and Reclassified Fluent English Proficient (RFEP) scholars receiving support through Lexia, our new EL curriculum which was approved by the Board of Directors in June 2020. EL scholars are invited to live English Language Development (ELD) support sessions twice a month with the EL coordinator.</p> <p>On our docket: CCS is planning a learning coach meeting in January to address the importance of the Summative ELPAC for reclassification, and discuss how learning coaches can utilize practice tests provided by the state to support their EL scholars.</p>
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Action 3	Identify and provide additional support and resources for our Scholars with Exceptional Needs (Section 504 Plans and IEPs)
Update	<p>The Special Education (SPED) Team has been serving 242 scholars with IEPs in the areas indicated on their IEPs. Services provided include, but are not limited to, Specialized Academic Instruction, Speech and Language Therapy, Occupational Therapy, Counseling, Learning Coach Counseling, and more. As of November, the team has held 14 30-day, 32 Annual and 10 Triennial IEPs for scholars.</p> <p>On our docket: The SPED team will continue to provide services and will continue to assess scholars that have been identified as needing Special Education assessments. There are seven initial assessments that are currently in the process of being completed and eight that are scheduled to be completed within the next 60 days.</p>

Action 4	Identify and provide additional support and resources for our Foster Youth and McKinney-Vento Scholars
Update	<p>The Compliance Coordinator worked on identifying our McKinney-Vento scholars in School Pathways, our new Scholar Information System (SIS) as well as verifying their eligibility. So far CCS has identified 273 scholars eligible as McKinney-Vento. The Compliance Coordinator is also working on streamlining the identification process for future school years. The Compliance Coordinator also shared resources with several Supervising Teachers on internet resources for scholars who are struggling with internet connection.</p> <p>The Compliance Coordinator applied for earbuds through the San Diego County Office of Education to help our McKinney-Vento and Foster Youth focus when scholars are in a crowded space and need to cancel out their surroundings for class/ schoolwork. SDCOE had additional funds from their "Stuff the Bus" fundraiser and offered additional earbuds for scholars experiencing homelessness. CCS will be receiving the earbuds the week of November 23rd.</p>

	<p>On our docket: During the months of December and January, the Compliance Coordinator plans to solidify the updated McKinney Vento and Foster Youth identification and verification process. In addition, CCS will continue to contact McKinney Vento and Foster Youth scholars and families to check in and assess their needs.</p>
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Action 5	Purchase curriculum to support our English Learners (EL) scholars.
Update	<p>NOTE - this action connects with Action 2 above.</p> <p>Lexia was adopted as the designated English Language Development (ELD) curriculum for all TK-12 scholars after a careful review in the spring. Lexia Core5 Reading is being used for scholars in grades TK-5, and Lexia PowerUp Literacy for scholars in grades 6-12. CCS currently has 207 EL scholars, To Be Determined (TBD) scholars, and Reclassified Fluent English Proficient (RFEP) scholars receiving support through Lexia.</p> <p>On our docket: The EL Coordinator will continue to pull reports through Lexia and work with supporting Supervising Teachers to ensure all scholars meet minimum weekly usage to finish the semester strong.</p>

Action 6	Provide staff training to support distance learning.
Update	<p>All of the instructional staff attended AVID's Digital XP Conference in early August, which includes participating in Communities of Practice with peers from across the country, throughout the school year. CCE also sent a delegation of staff to Fall CUE, which included sessions on Culturally Responsive Lesson Design, Strategies for Assessing Student Learning Remotely, Disrupting Inequity and Bias: The Power of Mirror Checks, and Learning Begins with Empathy: A Deep Dive into Design Thinking.</p> <p>On our docket: CCS will continue to explore professional development opportunities for the staff, to hone their distance learning instructional and support skill-sets. This may include another cohort of staff participating in Leading Edge certification.</p>

Action 7	Purchase IT-related support for scholars and staff as needed to ensure access to high quality academic offerings.
Update	<p>NOTE - this action connects with Action 1 in Section 1 above.</p> <p>The IT Department has been providing loaner laptops and mobile hotspots to scholars that do not have access to devices and consistent internet access. Technical support through the helpdesk has been offered and provided to</p>

	<p>scholars that need assistance using their devices, connecting to the internet and access to their classes/curriculum. The IT department will also continue to host monthly meetings for staff and families to discuss anything and everything technology related.</p> <p>On our docket: The IT Department will continue to host their 'Lunch and Learn with the IT Team' in December and January for staff and families to discuss anything and everything technology related.</p>
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Action 8	Purchase curriculum to support K-3 scholars experiencing reading difficulties.
Update	<p>The University of Oregon Dynamic Indicators of Basic Early Literacy Skills (DIBELS) Data System online screener for scholars in grades K-8 is in the process of being set up as a reading assessment/dyslexia screener for CCS scholars. This screener is for dyslexia concerns, which provides reporting on each individual scholar.</p> <p>On our docket: Using the DIBELS screener, the goal is to pre-screen scholars to address dyslexia concerns prior to Special Education referrals. CCS plans on focusing on continued collaboration between the Scholar Support and Special Education Departments, as well as with the Supervising Teachers.</p>

Action 9	Hire additional staff to directly support scholars with social emotional learning and unique needs.
Update	<p>CCS brought on an additional counselor in the Counseling Services Department to lower the counselor to scholar ratio and increase our levels of supports for scholars.</p> <p>On our docket: CCS will continue to evaluate the needs of our scholars, and make staffing decisions to ensure they receive the support needed to be successful.</p>

Section 3: Pupil Learning Loss Strategies

Action 1	Identify scholars through Multi-Tier System of Supports (MTSS) and through our triannual benchmark assessments who have experienced learning loss and provide additional support and resources needed to ensure scholars learning needs are prioritized and addressed.
Update	Scholars are identified for MTSS support through our diagnostic assessments, Edgenuity and IStation, and teacher recommendation. Throughout the months of October and November CCS has supported identified scholars with small group tutoring sessions, recorded tutoring lessons, opportunities for 1:1 support and open office hours.

	<p>On our docket: In December and January CCS hopes to continue offering the above supports, as well as implementing academic workshops in various subject areas. CCS will meet as support teams to discuss at-risk scholars in our A Scholar Intervention Team (ASIT) meetings and develop a plan for providing appropriate interventions.</p>
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Action 2	Provide our English Learner Scholars 100% access to Lexia, our new ELD Curriculum, additional live support sessions, and frequent check ins.
Update	<p>NOTE - this action connects with Action 2 in Section 5 above.</p> <p>This year Lexia was adopted as the designated ELD curriculum for TK-12 scholars. Lexia Core5 Reading is being used for TK-5 and Lexia PowerUp Literacy for grades 6-12. As of early November, CCS currently has 207 EL scholars, To Be Determined (TBD) scholars, and Reclassified Fluent English Proficient (RFEP) scholars receiving support through Lexia. Additional live support sessions are being held by the EL Coordinator and each scholar has two, one-hour sessions a month in addition to a weekly office hour for supporting learning coaches of EL scholars. Scholars are monitored for progress and usage on a weekly and monthly basis by support from their Supervising Teacher and EL Coordinator.</p> <p>On our docket: Early identification of new EL scholars to ensure access to Lexia. The EL Coordinator will continue to pull reports and work with supporting Supervising Teachers to ensure all scholars meet minimum weekly usage and finish the semester strong.</p>

Action 3	Utilize the triannual benchmark results to identify the MTSS tiered level of support necessary to support each scholar through CCS Workshops, tutors, and additional instructional support
Update	<p>Results from the diagnostic assessments, Edgenuity and Istation, are used to identify our at-risk scholars. Those scholars in Tier 3 were invited to small group tutoring sessions in reading and math. Supervising Teachers also have the opportunity to refer scholars for additional support using the Tiers Form, a series of questions that helps CCS identify areas of needed support and interventions already attempted. Scholars identified through the Tiers Form will be discussed in an ASIT meeting and appropriate intervention will be implemented.</p> <p>On our docket: Learning Period (LP2) and LP3 ASIT meetings will be held in December to discuss at-risk scholars. The mid-year diagnostic assessment window will be in January and supports will be adjusted based off of the results.</p>

Action 4	Provide scholars with virtual college tutors to help bridge any educational gap they are experiencing
Update	<p>There are no updates on this action at this time.</p> <p>On our docket: Our teams will be meeting to ideate on ways to bring in virtual college tutors to support our scholars.</p>

Action 5	Provide staff training to support pupil learning loss strategies
Update	<p>All staff were registered for and participated in the ASCD Symposium on Building Trauma-Sensitive Schools on Wednesday, October 28th from 10:00 am to 1:00 pm. All staff were also given the option to complete the Building Trauma-Sensitive Schools Certificate program.</p> <p>On our docket: More discussion and collaboration will take place in December and January to select additional professional development opportunities geared towards supporting pupil learning loss strategies.</p>

Action 6	Increase our subscription access to ensure our scholars have the tools they need to improve their academic outcomes
Update	<p>We provide our scholars in both the Options and Online program with a robust subscription package to supplement their at home or online curricula. Currently we offer scholars and learning coaches' access to the following resources:</p> <ul style="list-style-type: none"> ● BrainPOP Grades TK-8; Multiple Subjects: Engaging learning games, animated movies and activities. Designed with relevance, depth, and humor to encourage kids on their unique learning path. ● CTCMath Grades K-12; Math: Each of the 1,400+ CTCMath tutorials last around 4-9 minutes and presents the concepts of the math lesson step-by-step. Following each math tutorial there are interactive questions or an optional printable worksheet which tests the understanding of key concepts. ● Discovery EDUCATION Grades K-12; Science, STEM Built on the 5E model, Science Techbook provides exciting multimedia, virtual activities and hands-on labs with model lessons, STEM project starters, and standard-aligned assessments. ● GoNoodle Grades TK-8; Physical Education, SEL GoNoodle® provides scholars with movement and mindfulness videos created by child development experts. ● Starfall Grades TK-3; Language Arts Starfall includes language arts and mathematics for preschool, kindergarten, first grade, second grade, and third grade. Starfall's

	<p>emphasis on phonemic awareness, systematic sequential phonics, and common sight words in conjunction with audiovisual interactivity has proven effective in teaching emergent readers.</p> <ul style="list-style-type: none"> ● Sumdog <i>Grades TK-8; Math, Spelling and Grammar</i> Personalized math & spelling practice. Scholars are engaged with adaptive learning and multi-player games. ● Tales2Go <i>Grades TK-12; Audiobook Subscription</i> Tales2go provides scholars with access to over 10,000 name-brand audio book titles from leading publishers to any desktop, laptop and most mobile devices. ● TypeTastic <i>Grades TK-8; Typing</i> TypeTastic School Edition includes a fun and inspiring K-12 keyboarding curriculum along with a suite of teacher tools. ● RAZ Kids <i>Grades TK-6; Language Arts</i> Online guided reading program with interactive eBooks, downloadable books, and reading quizzes. ● Adventure to Learning <i>TK-12; Multiple Subjects</i> A secure, video-driven learning platform that curates active learning resources specifically designed for classroom use. ● EverFi <i>TK-12 SEL, Financial Literacy</i> A digital platform that offers 100+ interactive, game-based lessons for teachers to better engage students at all grade levels. Topics include social and emotional learning, health and wellness, financial education and college/career readiness. <p>On our docket: Our MTSS Committee plans to create resources for learning coaches to further explain the interventions and resources available to them, inclusive of our numerous subscriptions.</p>
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Action 7	Purchase AVID Summer Bridge to strengthen scholars' math and science skills. This program will also provide support for English language learners.
Update	<p>There are no updates on this action at this time.</p> <p>On our docket: We are continuing to explore the types of support which may have an impact in our partnership with AVID. Both Compass and AVID are currently not 100% sure this is the best route to take for Compass at this time and will continue to collaborate to ensure we choose the best option for our scholars.</p>

Action 8	Implement a schoolwide Wildly Important Goal (WIG) - 100% of qualified scholars will graduate. Each department will develop a goal to aid in achieving the WILD goal by end of the school year.
Update	Each department has developed a compelling scoreboard. These scoreboards are reported out in each department then shared with the division. The

	<p>division then shares with the Superintendent to release schoolwide. Each team member has developed an individual goal linked to the team WIG goal. Strategies to achieve WIG goals, as well as collected data, are discussed during team meetings, department meetings, PLCs, and during leadership meetings.</p> <p>On our docket: Each department will continue to update their compelling scoreboards and report out biweekly. At the end of the year, we will evaluate if we achieved our WIG, which supports academic achievement and holistic support of our scholars.</p>
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Section 4: Pupil and Family Engagement and Outreach & Mental Health and Social and Emotional Well Being

Action 1	<p>Our Engagement Department will provide enriching opportunities for our scholars to connect with each other. There are multiple virtual scholar clubs available for our scholars to join based around scholar interests and requests such as gardening, music, Minecraft and more.</p>
Update	<p>The Engagement Department launched 25 virtual scholar clubs in October, offering a wide variety of subject areas including Awesome Elementary Artists Club, Adulging 101, Arts & Crafts Club (Elementary), Arts & Crafts Club (Middle & High School), Book Club, Chess Club, Computer Code Club, and so much more. All clubs have hosted their first meeting and are meeting regularly, once per month, through the remainder of the year. Club advisors are in the process of appointing club officers who carry the responsibility of running club meetings with advisor coaching and mentoring</p> <p>Due to recent events across the country, the Engagement Department has ensured that all club advisors have been properly informed of and trained on our updated Zoom protocols.</p> <p>On our docket: Our Director of Engagement and Engagement Specialist plan to work with advisors to continue to provide support as needed. Club activity will continue to be tracked biweekly. Additionally, the Engagement Department will continue to refine and monitor new Zoom protocols to ensure scholar safety.</p>

Action 2	<p>Our Engagement Department will provide enriching opportunities for our learning coaches to connect with each other. We will provide a school-designed program called Learning Coach Academy which will be facilitated virtually and supports educating our parents on topics such as Back to School Night, Internet Safety, State Testing Overview, Attendance Overview, Preparing for College, Growth Mindset and more. We will translate our Learning Coach Academy sessions to be available in Spanish as well as English. Learning Coaches who complete our Learning Coach Academy will receive a</p>
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	certificate of completion for reviewing all the required sessions. In regards to parent support, we will develop a Learning Coach Ambassador program in order to create additional support options for learning coaches.
Update	<p>The Learning Coach Academy piloted last year was a great success. We intend to continue the program and reach out to those who completed it to become our Learning Coach Ambassadors. We are still working on revising the Learning Coach Academy curriculum and on creating a plan. Our plans were delayed by the need to pivot all of our in-person activities to virtual only, and now that those have been put into place, we can turn our attention to further developing this program.</p> <p>On our docket: More discussion and collaboration will take place in December and January to address this action item.</p>

Action 3	Our Engagement Department will offer a variety of virtual scholar workshops designed to provide engaging extra-curricular activities and socialization for our scholars.
Update	<p>Virtual Scholar Workshops have continued twice per week. Scholars have experienced a variety of hands-on and interactive workshops including: Computer Drawing and Animation, Aquarium of the Pacific, Autumn Festivities Around the Globe, Barnabas Robots, Rock the Vote, Schulz Museum, MoxieBox, Spirit Week, Cupcake Delivery Design Challenge, Amelia Bedelia's First Apple Pie, Sawdust Factory, Bilingual Social Workshop, Scholar Talent Show, Baketivity, Barnabas Robots, Groovy Lab in a Box, Fall Poems, and Chaffee Zoo. Workshops have included combinations of Q & A sessions, a hands-on project, and interactive activities that encourage scholar participation and socialization.</p> <p>Virtual Scholar Workshop Highlight: In January, scholars will have the chance to participate in a 4-part series hosted by Garner Holt Productions. Scholars will step into the roles of animatronic designers, engineers, fabricators, and artists to construct one-of-a-kind machines that create the illusion of life! Scholars will practice the same design-thinking process used at Garner Holt Productions to manufacture one-of-a-kind theme park animatronics all over the world.</p> <p>On our docket: Virtual Scholar Workshops will continue twice per week for the remainder of the school year. The Engagement Department will continue to provide hands-on, interactive experiences to scholars as well as track activity on a biweekly basis.</p>

Action 4	We will provide a variety of scholar awards to assist with our scholar engagement. These awards include but are not limited to Scholar of the Month, Firebird of the Year, Core Values (ARTIC) Awards by semester, Perfect Attendance, Samaritan Award, Honor Roll and more. We also engage our
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	scholars virtually in monthly contests and biannual spirit weeks.
Update	<p>Awards. Scholar of the Month has been awarded for September and October to one elementary, middle school, and high school scholar in each charter. All Scholar of the Month announcements can be found on the “news” section of the Compass Charter Schools website. Each scholar recipient receives a mention in our press release, a certificate, and a bumper sticker via mail.</p> <p>Spirit Week. Our October contest was Spirit Week inspired. Through the week of October 26-30, scholars were invited to show their CCS Spirit Week by showing off their outfits during Red Ribbon Week dress-up days using themes like “Proud to Be Drug Free (wear red)” and “CCS Spirit Day (wear your orange, blue or your proud scholar shirt)”.</p> <p>Contests. In addition to Spirit Week, we hosted a pumpkin decorating contest during the month of October to celebrate the holiday season. Scholars were encouraged to carve, paint, or decorate pumpkins with family and/or friends.</p> <p>November. Our November contest is meant to shine light on those we’re thankful for. Scholars are encouraged to think of someone they want to thank and are tasked with the challenge of finding materials around their house (or purchased materials if preferred) and creating a homemade “thank you” gift or poster. Once their gift is complete, scholars get to “deliver” their gift (if the person is within their household) or send a photo of it to the person they chose.</p> <p>On our docket: The Engagement Department will continue to award Scholar of the Month in addition to considering recipients for our semester awards. During the month of December, scholars will participate in a Holiday Dance Contest and in January, we will host our 2021 Spirit Week in which National School Choice Week and the Great Kindness Challenge are the stars. Scholars will have the opportunity to participate in dress-up days, pen pal activities, kindness challenges, and a Spirit Week-themed virtual scholar workshop titled, “Spirit Week: Big Life Journal: Kindness and Community Kit and Peaceful Pen Pals”.</p>

Action 5	Increase virtual scholar workshops for scholars throughout the year.
Update	Two virtual scholar workshops per week have been scheduled through the remainder of the 2020-21 school year, based on the allotted Wednesday and Friday timeslots from 12:00pm-1:00pm. A schedule for the coming months of December and January can be found here , in addition to the workshops that have passed in September, October, and November (some workshop topics are TBD). Virtual Scholar Workshops have been elevated this year with the inclusion of kits. Many of our workshops have utilized kits that give our scholars the opportunity to be hands-on during our workshops. Live instruction is provided and scholars participate in live Q&A, discussions, and

	<p>show and tell sessions. Photos of these hands-on projects for the current 2020-21 school year can be found here.</p> <p>On our docket: The Engagement Specialist plans to have the full virtual scholar workshop schedule, topics included, completed by early December. The goal is to have an interactive element (kit, activity, or project) connected to each workshop lesson.</p>
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Action 6	Increase Workshops throughout the year for scholar leaders.
Update	<p>Scholar leaders have the opportunity to participate in the Scholar Leadership Council, which is offered as one of our scholar clubs. Scholar Elizabeth C. was elected as Chair of the Scholar Leadership Council, Mick E. was elected as Vice Chair, and KristiLynn E. was elected as Secretary for the 2020-21 school year. Within this group, scholar leaders work with the Superintendent and Chief Executive Officer (CEO), J.J. Lewis, discussing ways to enhance and expand the Compass Experience for scholars.</p> <p>On our docket: More discussion and collaboration will take place in December and January to address this action item.</p>

Action 7	Purchase Personal Protective Equipment, first aid kits and additional sanitation agents to safely follow in-person instructional and engagement events guidelines.
Update	<p>The Engagement Department is working with the reopening planning team and closely following COVID-19 trends and mandates to determine how much and what type of PPE to purchase. We are not yet offering in-person activities, so have not moved forward with the purchase. We are still pricing out various options and projecting our needs for the second semester.</p> <p>On our docket: It is hopeful in the coming months that we will be able to better project our needs for the remainder of the 2020-21 school year regarding in-person events.</p>

Action 8	Our counselors will advocate for the mental health needs of all scholars by offering instruction that enhances awareness of mental health, appraisal and advisement addressing academic, career and social/emotional development, short-term counseling interventions, and referrals to community resources for long-term support.
Update	Counselors have proactively supported the mental health needs of all scholars. A focus on mitigation of trauma and mental health have been incorporated in all aspects of the direct/indirect services provided to/for scholars and the social emotional curriculum/instruction delivered in small groups as well as learning labs.

	<p>On our docket: Small groups (Morning Starter, Firebird Talk, College Road Map) will continue to be delivered by counselors weekly Monday -Thursday. The counseling core curriculum calendar has a total of three social emotional lessons scheduled to be delivered to our middle school scholar population and two social emotional lessons to be delivered to our high school population in learning labs during December and January.</p>
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Action 9	Partner with community providers to offer mental health services and support to our staff.
Update	<p>A proposed schedule was drafted to partner with Partners in Special Education to host various mental health and social and emotional well-being workshops for our staff. In addition, all staff attended a Wellness for Educators Workshop hosted on November 5, 2020 from 10:00 am to 11:30 am.</p> <p>On our docket: The schedule to partner with Partners in Special Education is still pending approval. More discussion and collaboration will take place in December and January to address this action item.</p>

Action 10	Partner with community providers to offer mental health services and support to our scholars.
Update	<p>A proposed schedule was drafted to partner with Partners in Special Education to host various mental health and social and emotional well-being workshops for our scholars. Additionally, a proposal has been developed to offer a 4-week book study in partnership with Energy Bus to promote mental health and social and emotional well-being for our scholar population in grades TK-12.</p> <p>On our docket: The schedule to partner with Partners in Special Education is still pending approval. More discussion and collaboration will take place in December and January to address this action item.</p>

Action 11	Partner with community providers to offer mental health services and support to our learning coaches.
Update	<p>A proposed schedule was drafted to partner with Partners in Special Education to host various mental health and social and emotional well-being workshops for our learning coaches.</p> <p>On our docket: The schedule to partner with Partners in Special Education is still pending approval. More discussion and collaboration will take place in December and January to address this action item.</p>



Superintendent's Report December 8, 2020

Great work is happening throughout the organization. This report is meant to highlight several of the functional areas with updates for the Board of Directors:

Academic Services

- Aviva Ebner, Assistant Superintendent & Chief Academic Officer
- Academic Services Division Update Agenda
 - Counseling Services Updates
 - Curriculum & Instruction Updates
 - Engagement Updates
 - Special Education Updates
 - Charter Updates

Financial Services

- Lisa Fishman, Chief Financial Officer
- Financial Services Division Update Agenda
 - Community Providers Updates
 - Finance Updates
 - Operations Updates

Human Resources

- Sophia Trivino, Chief of Staff
 - We have partnered with Wellness for Educators as their first school partner, which provides our entire staff with access to the library of resources. Wellness for Educators also hosted a workshop for our staff on Thursday, November 5 which was well received.
 - Our entire staff participated in the ASCD Building Trauma-Sensitive Schools Symposium on Wednesday, October 28. A number of staff are also completing additional work to earn their certificate in Foundations of Building Trauma-Sensitive Schools.
 - Organizational changes have transpired since the last meeting. *See enclosed worksheet.*

Executive

- I am honored to have been appointed to serve on the University of California, Riverside Transformative Leadership in Disruptive Times Executive Program Advisory Board.

- I attended the American Association of School Personnel Administrators Conference in mid-October with our HR Team.
- I attended the California Charter Schools Leadership Update Conference in late October with our Compass Delegation. I was honored to be able to facilitate the Nonclassroom-Based Charter Affinity Group Workshop as part of the conference.
- I have been participating in several APLUS+ Advisory Council Meetings, where our work has focused on data, advocacy, and marketing. We finalized a factsheet and are working to finalize a new scholar intake survey. *See enclosed APLUS+ Personalized Learning Factsheet.*
- We have partnered with Altitude Learning to assist us in undergoing a SWOT analysis of our departments and to help develop an internal communications plan. This work will complement the work we are doing on our new school-wide WIG.
- I was interviewed by CCSA on Monday, November 16 as part of their white paper on best practices in nonclassroom-based public charter schools. I shared aspects of our Compass Experience, and have high hopes for inclusion once CCSA releases their report sometime next month in December.
- I attend the AVID Virtual Superintendent's Collaborative meeting last Thursday, December 3. This was the second quarterly meeting of the Collaborative of superintendent's from across the country.
- The National Association of Special Education Teachers (NASSET) has named both Compass Charter Schools of Los Angeles and Compass Charter Schools of San Diego as Exceptional Virtual Charter Schools in Special Education. There are a number of criteria for this honor, in addition to a review by their awards committee. We were notified last Wednesday, December 2 of the honor and of being the first virtual public charter schools to receive the award.

A lot of great work is taking place, thanks to our dedicated staff, to continue to improve the educational experience we provide our scholars. My thanks to our team for everything they do each and every day.

Respectfully Submitted,



J.J. Lewis
Superintendent & CEO

Coversheet

Counseling Services Department Presentation

Section: VII. Presentations
Item: A. Counseling Services Department Presentation
Purpose: FYI
Submitted by: Debra Stephan
Related Material: Counseling Services Department Board of Directors Presentation.pdf

RECOMMENDATION:
N/A - For Discussion Only



COMPASS
CHARTER SCHOOLS



Counseling Services Department 2020-21 Board Presentation

(855) 937- 4227

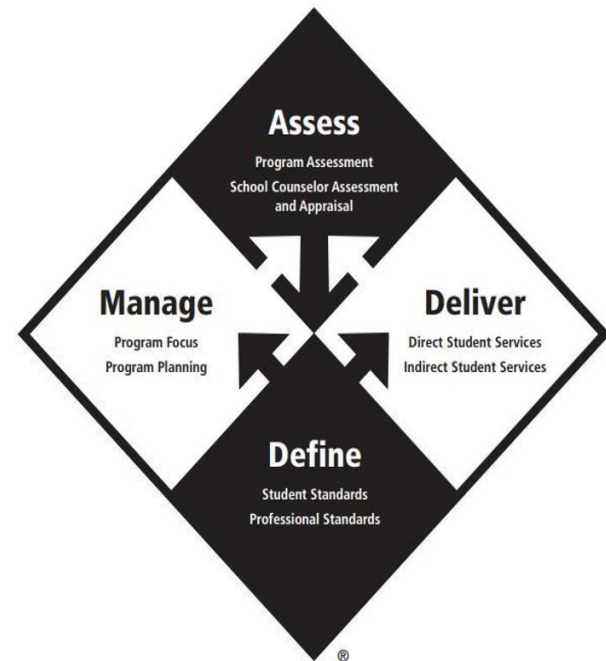
CompassCharters.org

COMPASS
CHARTER SCHOOLS



AGENDA

- Mission & Vision
- Meet the Counseling Team
- The Compass Comprehensive School Counseling Program
- 2020/2021 Actions for Scholar Improvement
- Q & A





Our Mission and Vision

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.





Compass Comprehensive School Counseling Program



Mrs. Stephan
Director Counseling
Services



Ms. Olson
College & Career
Readiness Counselor



Mrs. Ayala
Counselor (A-Co)



Mrs. Helton
Counselor (Cr-G)



Mr. Samples
Counselor (H-Me)



Mrs. Schwartzberg
Counselor (Mi-Ro)



Ms. Bateman
Counselor (Ru-Z)





Compass Comprehensive School Counseling Program

A proactive and preventative 6-12 school program that addresses academic, social/emotional and college career development of all scholars by providing:

- Leadership
- Advocacy
- Collaboration
- Systemic Change





Compass Comprehensive School Counseling Program

Areas of Domain

Academic Development

- Apply skills needed for educational achievement
- Apply skills of transitioning between educational levels
- Develop & monitoring Individual Academic and College/Career Plans (AO) known as our Academic Outlook.

College/Career Development

- Apply college/career exploration & planning skills in achievement of life college/career goals
- Know where & how to obtain information about the world of work & post-secondary training/education
- Apply skills for college/career readiness & success

Social/Emotional Development

- Understand self as an individual and as a member of diverse local & global communities
- Interact with others in ways that respect individual & group differences
- Apply personal safety skills & coping strategies





Compass Comprehensive School Counseling Program



School Counseling Implementation Framework

DEFINE

Scholar Standards

- ASCA Mindsets & Behaviors

Professional Standards

- ASCA Ethical Standards
- ASCA Professional Standards & Competencies

MANAGE

Program Focus

- Beliefs
- Vision
- Mission

Program Planning

- Data Profile
- Lesson Plans
- Use of Time
- Calendars
- Advisory Council

DELIVER

Direct Services with Scholars

- Instruction
- Advisement
- Counseling

Indirect Scholar Services

- Consultation
- Collaboration
- Referrals

ASSESS

Program Assessment

School Counselor Assessment and Evaluation



Compass Comprehensive School Counseling Program

Define: Scholar Standards & School Counselor Professional Standards

The ASCA Mindsets & Behaviors for Student Success: K-12 College- and Career-Readiness Standards for Every Student

Each of the following standards can be applied to the academic, career and social/emotional domains.

Category 1: Mindset Standards School counselors encourage the following mindsets for all students.		
<p>M 1. Belief in development of whole self, including a healthy balance of mental, social/emotional and physical well-being</p> <p>M 2. Self-confidence in ability to succeed</p> <p>M 3. Sense of belonging in the school environment</p> <p>M 4. Understanding that postsecondary education and life-long learning are necessary for long-term career success</p> <p>M 5. Belief in using abilities to their fullest to achieve high-quality results and outcomes</p> <p>M 6. Positive attitude toward work and learning</p>		
Category 2: Behavior Standards Students will demonstrate the following standards through classroom lessons, activities and/or individual/small-group counseling.		
Learning Strategies	Self-Management Skills	Social Skills
B-LS 1. Demonstrate critical-thinking skills to make informed decisions	B-SMS 1. Demonstrate ability to assume responsibility	B-SS 1. Use effective oral and written communication skills and listening skills
B-LS 2. Demonstrate creativity	B-SMS 2. Demonstrate self-discipline and self-control	B-SS 2. Create positive and supportive relationships with other students
B-LS 3. Use time-management, organizational and study skills	B-SMS 3. Demonstrate ability to work independently	B-SS 3. Create relationships with adults that support success
B-LS 4. Apply self-motivation and self-direction to learning	B-SMS 4. Demonstrate ability to delay immediate gratification for long-term rewards	B-SS 4. Demonstrate empathy
B-LS 5. Apply media and technology skills	B-SMS 5. Demonstrate perseverance to achieve long- and short-term goals	B-SS 5. Demonstrate ethical decision-making and social responsibility
B-LS 6. Set high standards of quality	B-SMS 6. Demonstrate ability to overcome barriers to learning	B-SS 6. Use effective collaboration and cooperation skills
B-LS 7. Identify long- and short-term academic, career and social/emotional goals	B-SMS 7. Demonstrate effective coping skills when faced with a problem	B-SS 7. Use leadership and teamwork skills to work effectively in diverse teams
B-LS 8. Actively engage in challenging coursework	B-SMS 8. Demonstrate the ability to balance school, home and community activities	B-SS 8. Demonstrate advocacy skills and ability to assert self, when necessary
B-LS 9. Gather evidence and consider multiple perspectives to make informed decisions	B-SMS 9. Demonstrate personal safety skills	B-SS 9. Demonstrate social maturity and behaviors appropriate to the situation and environment
B-LS 10. Participate in enrichment and extracurricular activities	B-SMS 10. Demonstrate ability to manage transitions and ability to adapt to changing situations and responsibilities	



ASCA Ethical Standards for School Counselors

(Adopted 1984; revised 1992, 1998, 2004 and 2010, 2016)

Preamble

The American School Counselor Association (ASCA) is a professional organization supporting school counselors, school counseling student/interns, school counseling program directors/supervisors and school counselor educators. School counselors have unique qualifications and skills to address pre-K-12 students' academic, career and social/emotional development needs. These standards are the ethical responsibility of all school counseling professionals.

School counselors are advocates, leaders, collaborators and consultants who create systemic change by providing equitable educational access and success by connecting their school counseling programs to the district's mission and improvement plans. School counselors demonstrate their belief that all students have the ability to learn by advocating for an education system that provides optimal learning environments for all students.

All students have the right to:

- Be respected, be treated with dignity and have access to a comprehensive school counseling program that advocates for and affirms all students from diverse populations including but not limited to: ethnic/racial identity, nationality, age, social class, economic status, abilities/disabilities, language, immigration status, sexual orientation, gender, gender identity/expression, family type, religious/spiritual identity, emancipated minors, wards of the state, homeless youth and incarcerated youth. School counselors as social justice advocates support students from all backgrounds and circumstances and consult when their competence level requires additional support.

- Receive the information and support needed to move toward self-determination, self-development and affirmation within one's group identities. Special care is given to improve overall educational outcomes for students who have been historically underserved in educational settings.

- Receive critical, timely information on college, career and postsecondary options and understand the full magnitude and meaning of how college and career readiness can have an impact on their educational choices and future opportunities.

- Privacy that should be honored to the greatest extent possible, while balancing other competing interests (e.g., best interests of students, safety of others, parental rights) and adhering to laws, policies and ethical standards pertaining to confidentiality and disclosure in the school setting.

- A safe school environment promoting autonomy and justice and free from abuse, bullying, harassment and other forms of violence.

PURPOSE

In this document, ASCA specifies the obligation to the principles of ethical behavior necessary to maintain the high standards of integrity, leadership and professionalism. The ASCA Ethical Standards for School Counselors were developed in consultation with state school counseling associations, school counselor educators, school counseling state and district leaders and school counselors across the nation to clarify the norms, values and beliefs of the profession.

The purpose of this document is to:

- Serve as a guide for the ethical practices of all school counseling professionals, school counseling programs and school counselor educators regardless of level, area, population served or membership in this professional association.
- Provide support and direction for self-assessment, peer consultation and evaluation regarding school counselors' responsibilities to students, parents/guardians, colleagues and professional associations, school district employees, communities and the school counseling profession.
- Inform all stakeholders, including students, parents/guardians, teachers, administrators, community members and courts of justice of best ethical practices, values and expected behaviors of the school counseling profession.

A. RESPONSIBILITY TO STUDENTS

A.1. Supporting Student Development

School counselors:

- Have a primary obligation to the students, who are to be treated with dignity and respect as unique individuals.
- Aim to provide counseling to students in a brief context and support students and families/guardians in obtaining outside services if the student needs long-term direct counseling.
- Do not diagnose but remain acutely aware of how a student's diagnosis can potentially affect the student's academic success.
- Acknowledge the vital role of parents/guardians and families.
- Are concerned with students' academic, career and social/emotional needs and encourage each student's maximum development.
- Respect students' and families' values, beliefs, sexual orientation, gender identification/expression and cultural background and exercise great care to avoid imposing personal beliefs or values rooted in one's religion, culture or ethnicity.



ASCA School Counselor Professional Standards & Competencies

The ASCA School Counselor Professional Standards & Competencies outline the mindsets and behaviors school counselors need to meet the rigorous demands of the school counseling profession and the needs of pre-K-12 students. These standards and competencies help ensure new and experienced school counselors are equipped to establish, maintain and enhance a comprehensive school counseling program addressing academic achievement, career planning and social/emotional development. These standards and competencies can be used in a variety of ways including:

School counselors

- Self-assess their own mindsets and behaviors
- Formulate an appropriate professional development plan

School administrators

- Guide the recruitment and selection of competent school counselors
- Develop or inform meaningful school counselor performance appraisal

School counselor education programs

- Establish benchmarks for ensuring school counseling students graduate with the knowledge, skills and attitudes needed to develop a comprehensive school counseling program.

Organization of the ASCA School Counselor Professional Standards & Competencies

The ASCA School Counselor Professional Standards & Competencies are organized by mindset standards and behavior standards and competencies. The standards are broader topics that describe the knowledge, attitude and skills school counselors need to implement a comprehensive school counseling program. The competencies are more specific and measurable indicators of the behavior standards.

Mindsets: The mindset standards include beliefs school counselors hold about student achievement and success. Although it may be possible to measure these beliefs, the mindsets are more readily recognized through the behavior a school counselor demonstrates as a result of the implementation of a comprehensive school counseling program. Therefore, the mindset standards do not have correlating competencies.

Behavior: The behavior standards include essential behaviors school counselors demonstrate through the implementation of a comprehensive school counseling program including:

- Professional foundation - the essential skills that are the basis of a school counselor's professional orientation
- Direct and indirect student services - interactions that are provided directly to students or indirectly for students in collaboration with families, teachers, administrators, other school staff and education stakeholders
- Planning and assessment - activities necessary for the design, implementation and assessment of the comprehensive school counseling program

Each behavior standard has specific competencies that are measurable indicators of the broader standard. These competencies can be used to further define the behaviors necessary for the implementation of a comprehensive school counseling program.

The mindsets and behavior standards are found in the following chart, and the behavior competencies are listed afterwards.



Compass Comprehensive School Counseling Program



School Counseling Implementation Framework

DEFINE

Scholar Standards

- ASCA Mindsets & Behaviors

Professional Standards

- ASCA Ethical Standards
- ASCA Professional Standards & Competencies

MANAGE

Program Focus

- Beliefs
- Vision
- Mission

Program Planning

- Data Profile
- Lesson Plans
- Use of Time
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Direct Services with Scholars

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Program Assessment

School Counselor Assessment and Evaluation



Compass Comprehensive School Counseling Program

Manage: Program Focus & Planning

Mission

The mission of the Compass Charter Schools Counseling Department is to provide a comprehensive school counseling program that will empower all scholars to reach their fullest potential through advocacy and to promote success through a focus on academic, social/emotional and career development, one scholar at a time.



Vision

We are committed to proactive collaboration with scholars to provide equitable school counseling services that promote academic success, personal growth and career exploration in a virtual learning environment.



Counseling Services Curriculum Lesson Plan

Counselor(s):	Michelle Bateman
	Kiki Helton
Date:	10/8/2020
Activity:	Learning Lab Get SMART: Goal Setting
Grade(s):	6-8



ASCA Domain:	Academic	Social/Emotional
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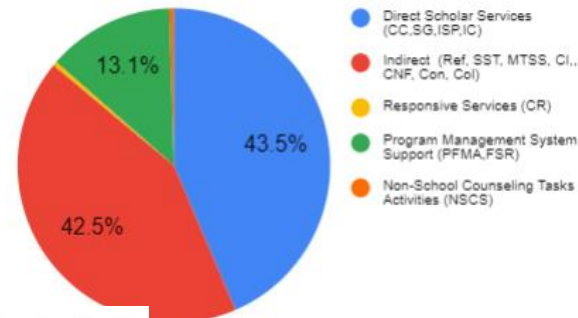
ASCA Mindsets & Behaviors

Identify the appropriate mindset and behavior standards addressed in the core curriculum being presented (2-3 maximum). Use the following link for reference to the standards:

<https://www.schoolcounselor.org/asca/media/asca/home/MindsetsBehaviors.pdf>

Mindset Standards	
	M 6. Positive attitude toward work and learning
Behavior Standards	
Learning Strategies	B-LS 7. Identify long- and short-term academic/career/social-emotional goals
Self Management Skills	S B-SMS 5. Demonstrate perseverance to achieve long- and short-term goals

Time Task Analysis





Compass Comprehensive School Counseling Program



School Counseling Implementation Framework

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-

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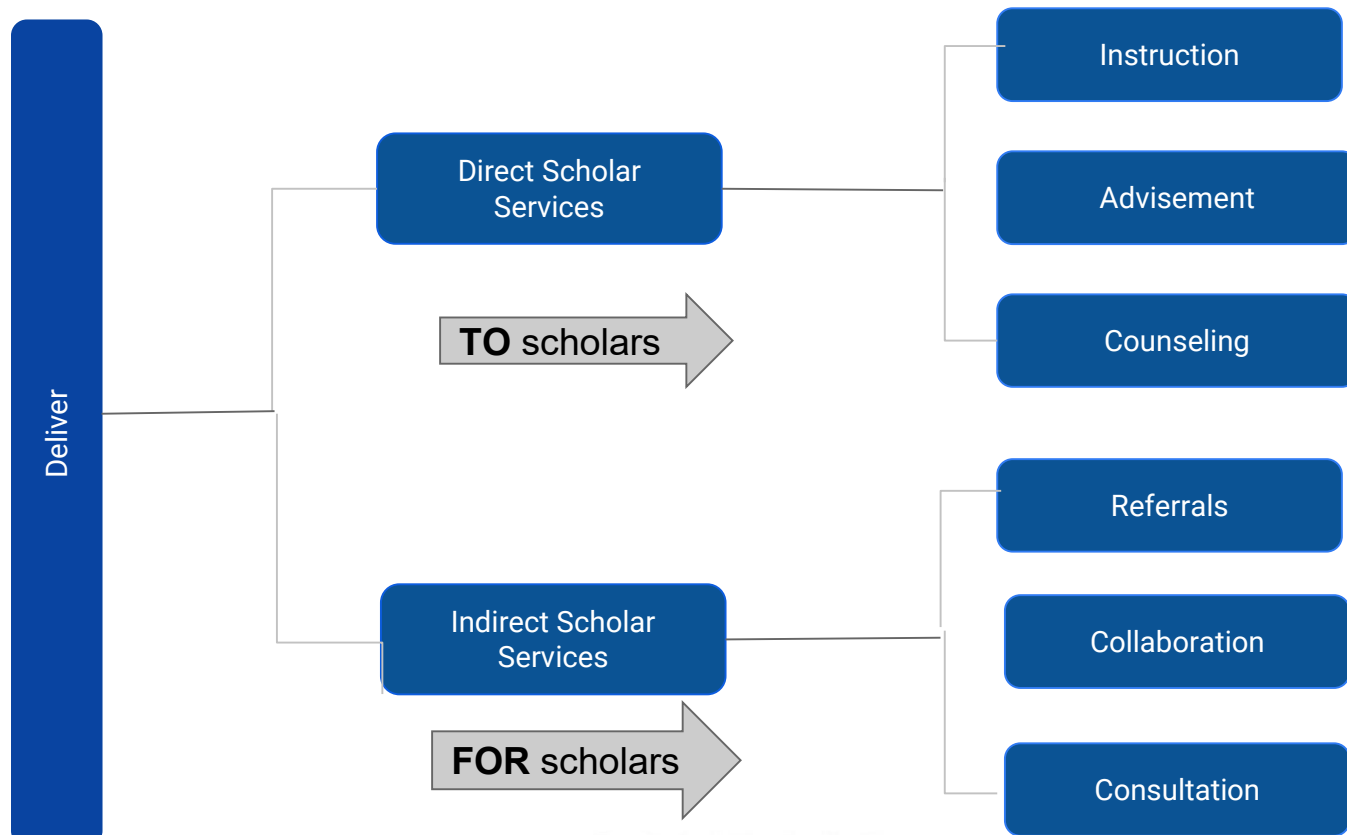
Program Assessment

School Counselor Assessment and Evaluation



Compass Comprehensive School Counseling Program

Direct & Indirect Counseling Services





Compass Comprehensive School Counseling Program

Direct Instruction: Counseling Core Curriculum

Description

Provides school counseling
content in a systematic way to
ALL scholars 6-12

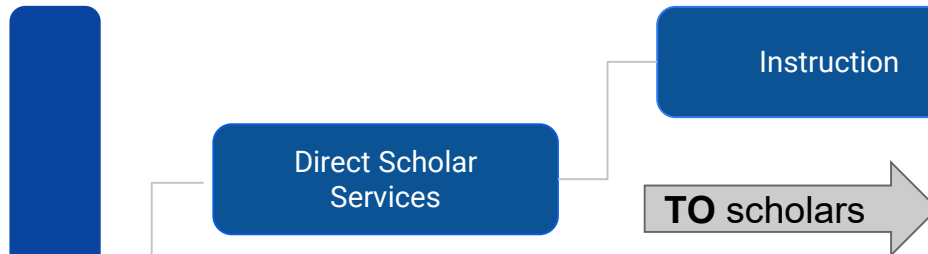
Purpose

Scholar awareness
Skill development
Application of skills needed in
everyday life

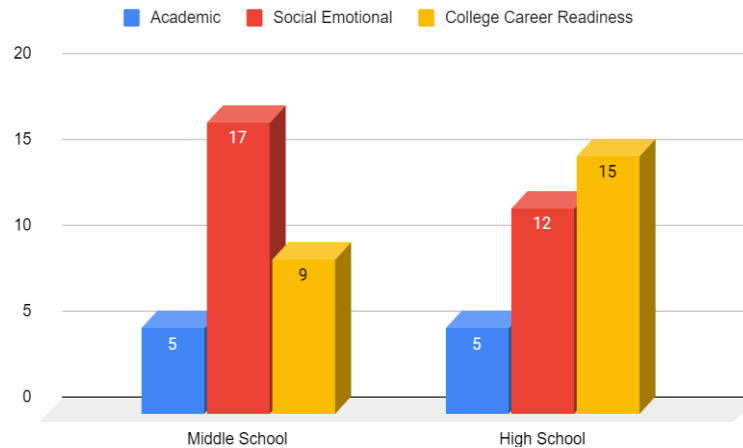


Compass Comprehensive School Counseling Program

Direct Instruction: Counseling Core Curriculum



Learning Lab Counseling Core Curriculum by Domain



CCS Direct Instruction Services Examples:

- MS/HS Learning Lab Curriculum
- Morning Starter, Firebird Talks, and College Road Map Small Groups
- Transition Moving-UP Program Middle & High School

**31 MS Lessons
32 HS Lessons**

**338 Attendees
As of 11/12/2020
in 12 sessions**



Compass Comprehensive School Counseling Program

Direct Advisement: Individual Scholar Planning

Description

Assists scholars in planning, monitoring, and managing their academic, social emotional, and college/career development

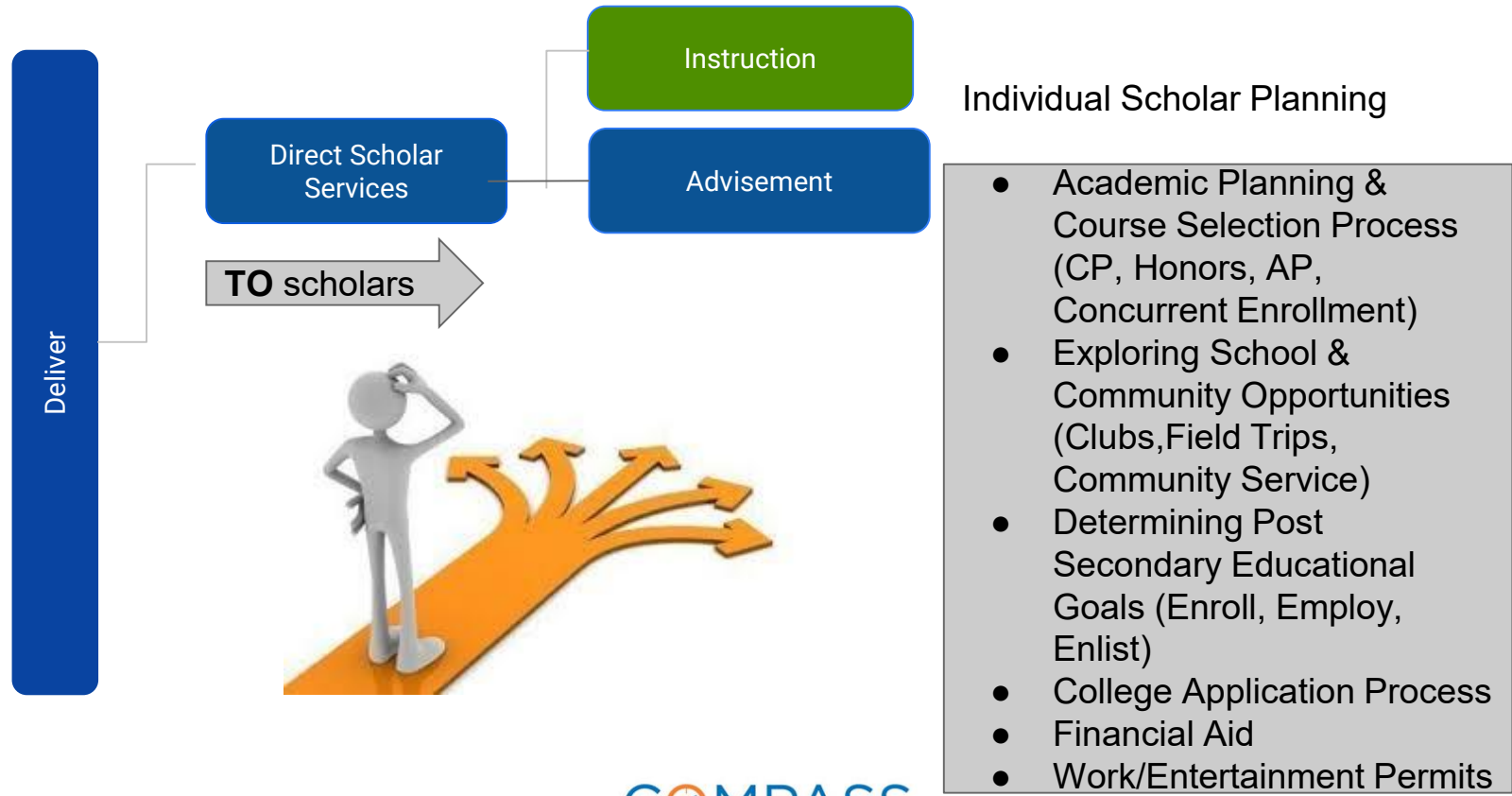
Purpose

Development and use of Individual Academic Outlook Plans (AO)



Compass Comprehensive School Counseling Program

Direct Advisement: Individual Scholar Planning





Compass Comprehensive School Counseling Program

Direct Counseling

Description

Short term professional assistance and support provided to a scholar based on counseling theories and techniques

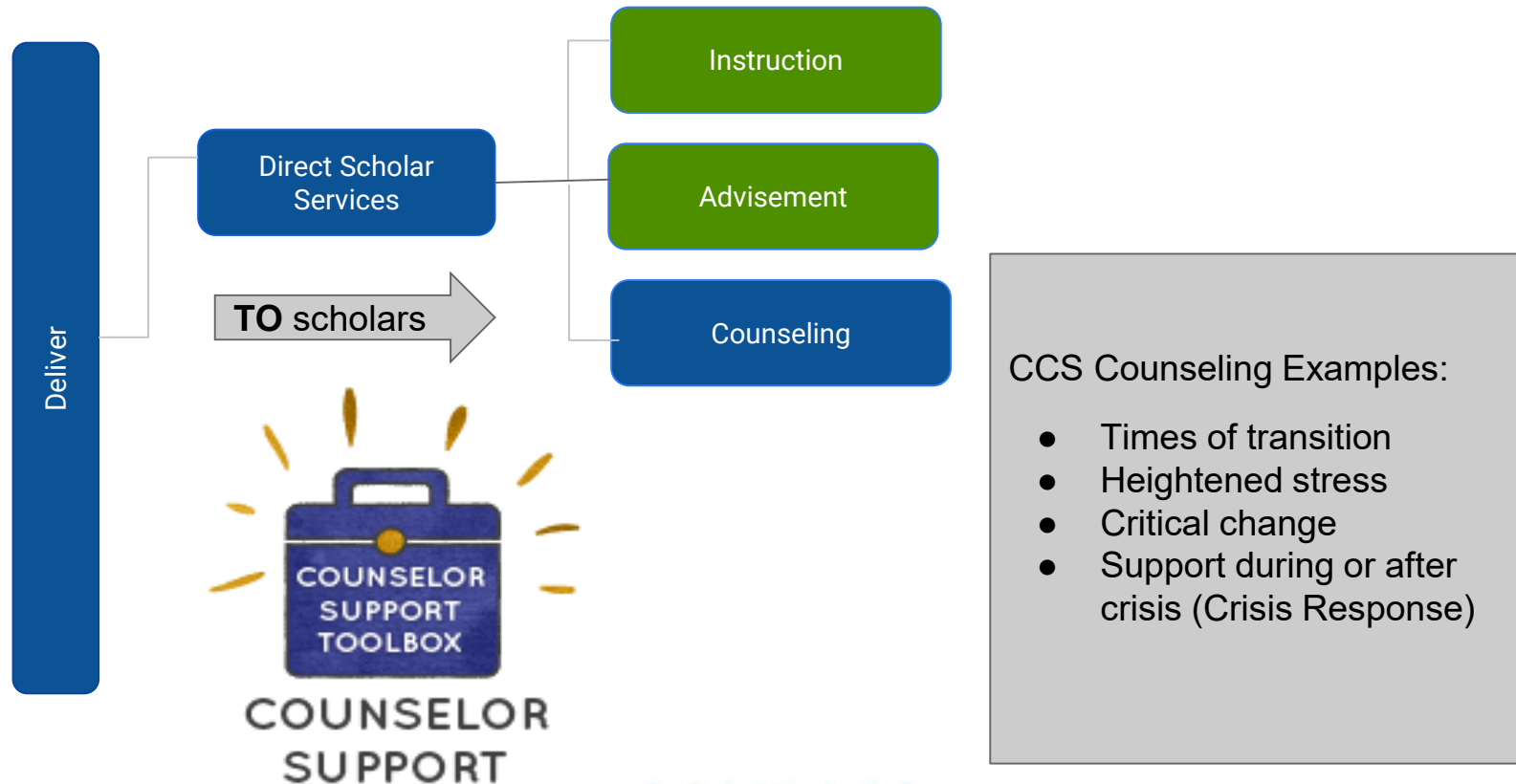
Purpose

Help scholars identify problems, causes, potential consequences and benefits, alternatives and outcomes to make decisions and take appropriate actions



Compass Comprehensive School Counseling Program

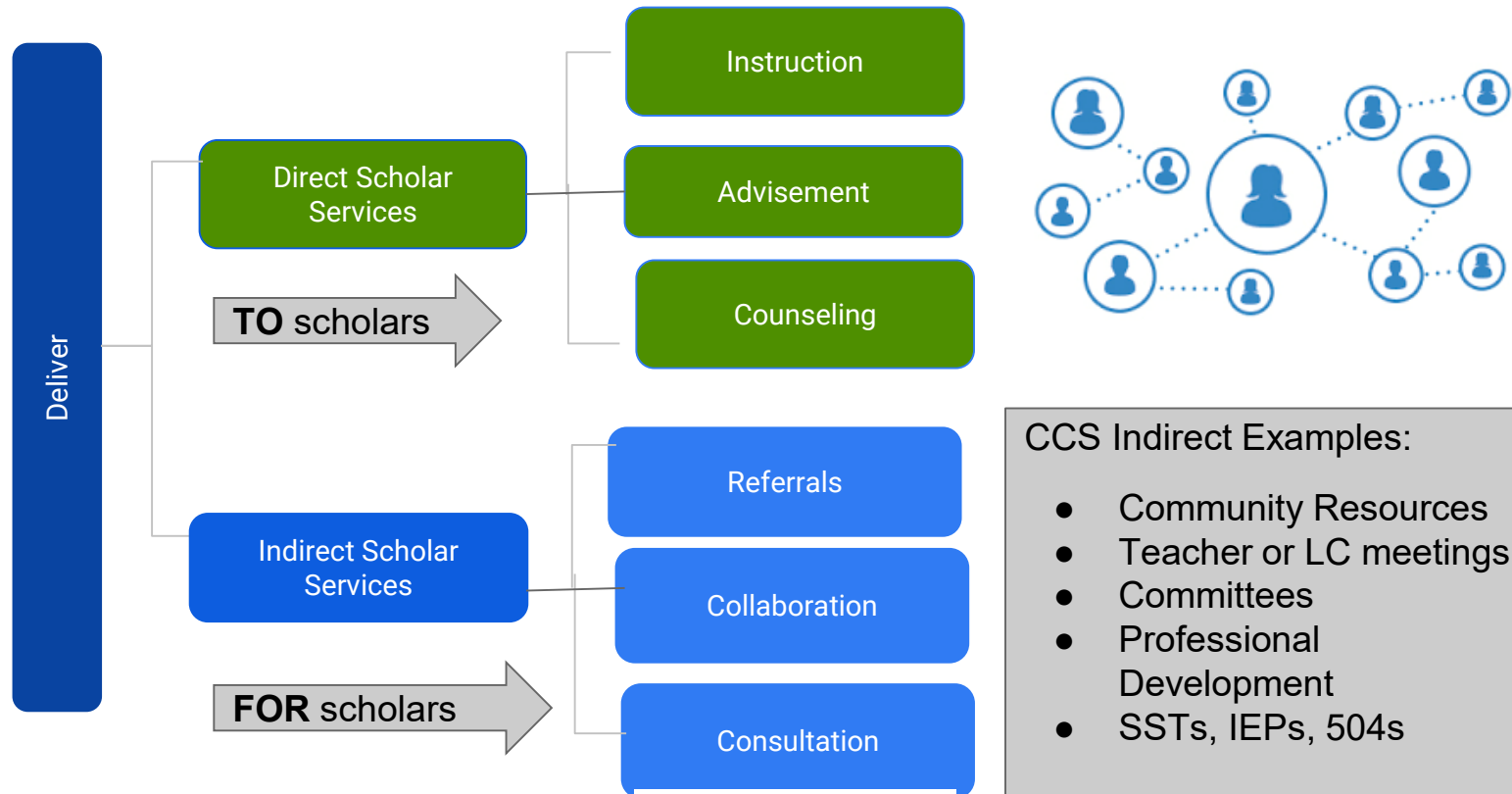
Direct Counseling





Compass Comprehensive School Counseling Program

Indirect Scholar Services





Compass Comprehensive School Counseling Program

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Compass Comprehensive School Counseling Program

2020/2021 Actions for Scholar Improvement

- **SUPPORT** for all scholars grades 6-12 within each domain
 - Additional School Counselor
 - SCOIR
- **ADVOCATE** for scholar needs
 - School Counseling Advisory Committee
- **ELIMINATE** barriers to scholar achievement
 - Counselor targeted small group sessions
- **DELIVER** a planned proactive curriculum
 - Breakdown of weekly Learning Labs for MS & HS
- **USE** data to inform interventions
 - Added data points - Counselor Session Log tracking direct scholar engagement with domain, topics discussed, services provided, and session minutes
- **PROVIDE** individualized scholar interventions
 - Development and implementation of the Scholar Matrix Assessment
- **CONNECT** scholars with school activities and community resources
 - Development of departmental Guide as Virtual Counseling Offices with calming corner/coping tools/resources



Compass Comprehensive School Counseling Program

THANK YOU
COMPASS SCHOOL COUNSELING TEAM





Questions?



Contact:

Debra Stephan, M.S., PPS | Director of Counseling Services

805.807.8211

dstephan@compasscharters.org



Coversheet

Academic Services Update

Section: X. Academic Services
Item: A. Academic Services Update
Purpose: FYI
Submitted by: Aviva Ebner
Related Material: Academic Services Division Report - November 2020.pdf

RECOMMENDATION:
N/A - For Discussion Only



COMPASS
CHARTER SCHOOLS



Academic Services Division

November 2020 Update

(855) 937- 4227

CompassCharters.org

COMPASS
CHARTER SCHOOLS



Agenda

- . Mission and Vision
- . Division Update
- . Counseling Services Department Updates
- . Curriculum & Instruction Department Updates
- . Engagement Department Updates
- . Special Education Department Updates
- . Charter Updates
- . Q & A



Our Mission and Vision

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.



Division Update

WIG (Wildly Important Goal):

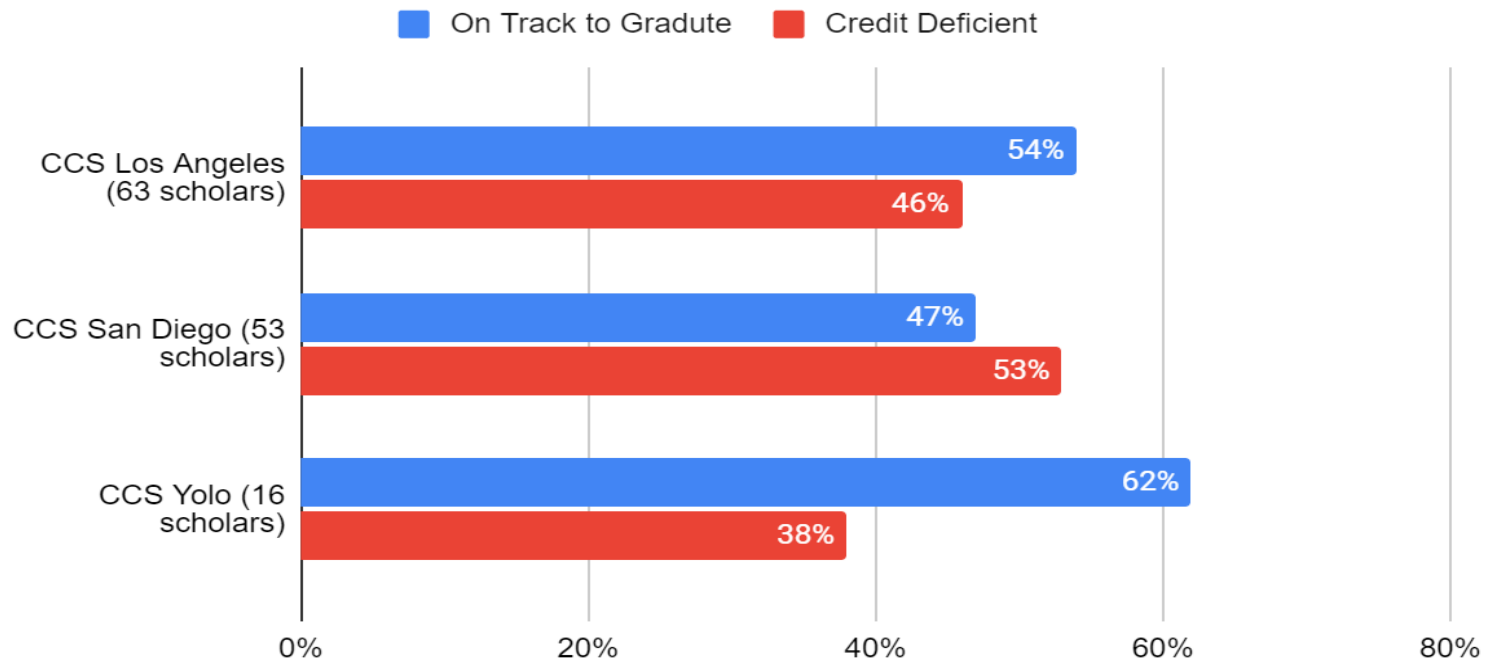
By focusing on Scholar engagement, 100% of eligible scholars will graduate by the end of 2020-21 academic school year.

Each Academic Division department is focusing on lead measures that can be tracked.



Counseling Services Division Updates

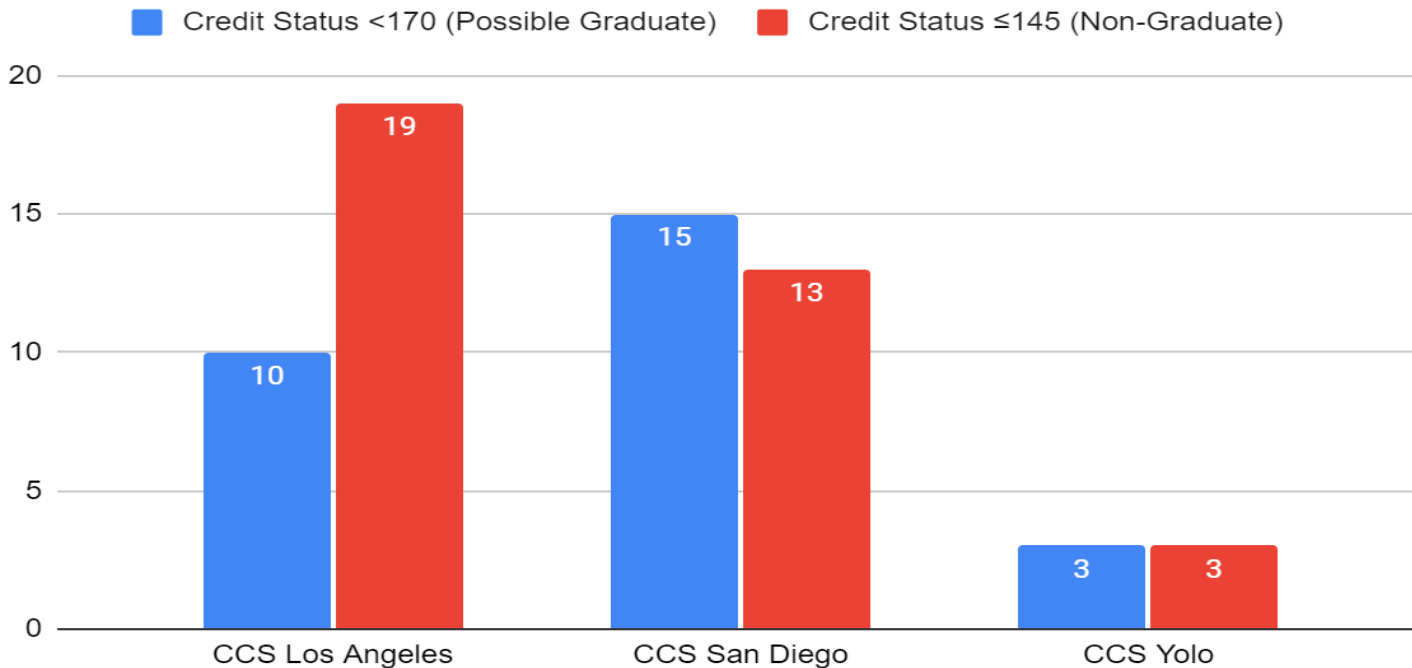
Senior Class of 2021 Credit Status in Meeting Graduation Requirements





Counseling Services Division Updates

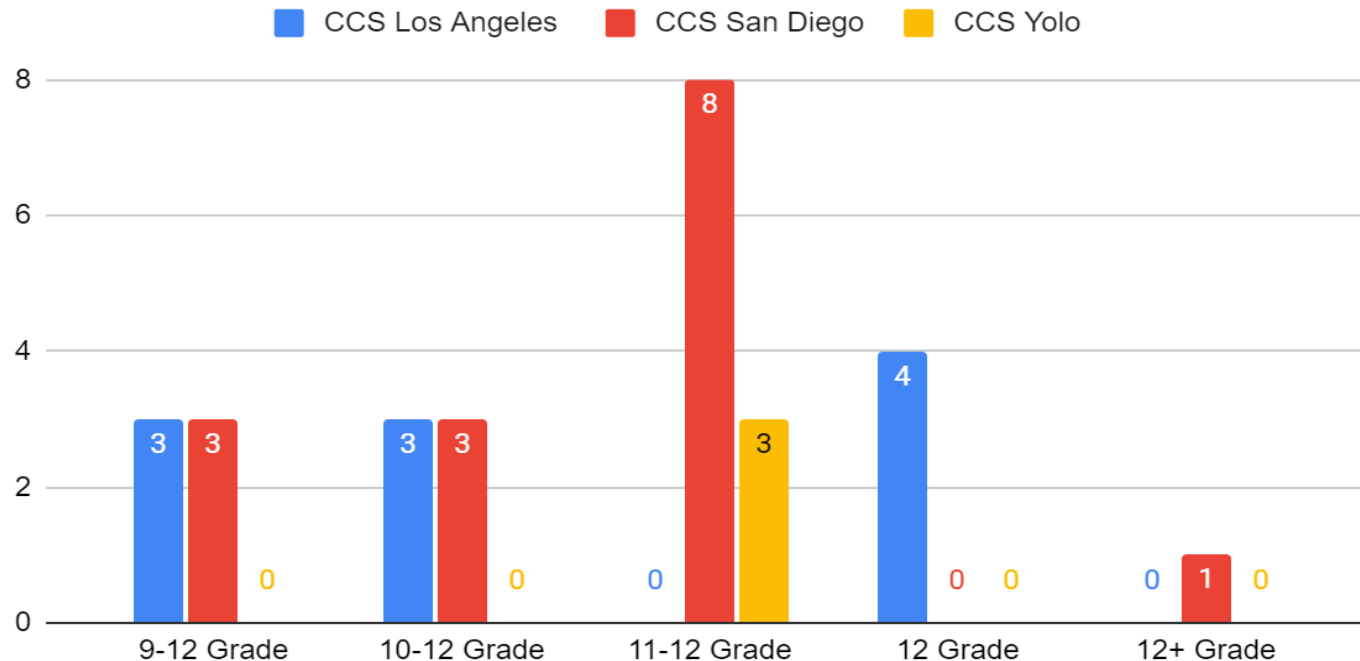
Senior Credit Deficiency Breakdown By Credits





Counseling Services Division Updates

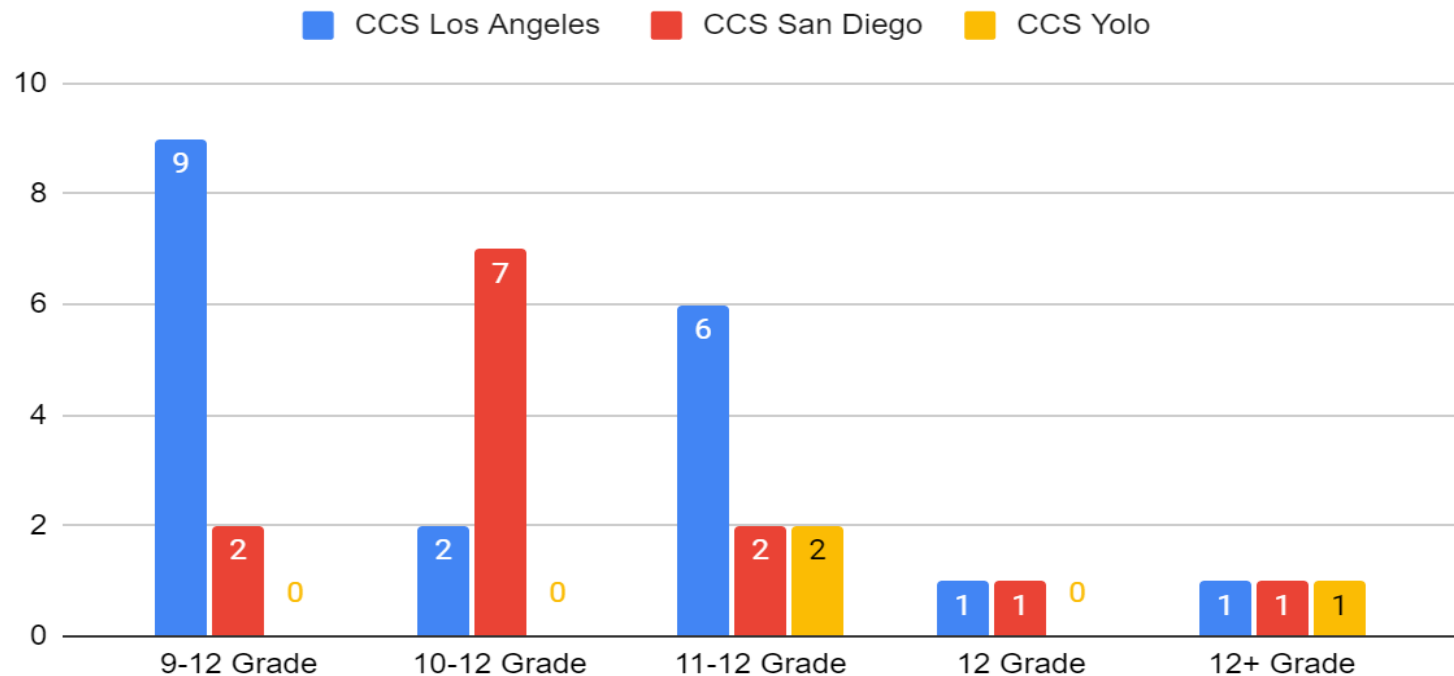
Credit Deficiency Breakdown - Enrollment Grade Levels at
Compass < 170 Possible 2021 Graduates





Counseling Services Division Updates

Credit Deficiency Breakdown - Enrollment Grade Levels at Compass ≤145 2021 Non-Graduates





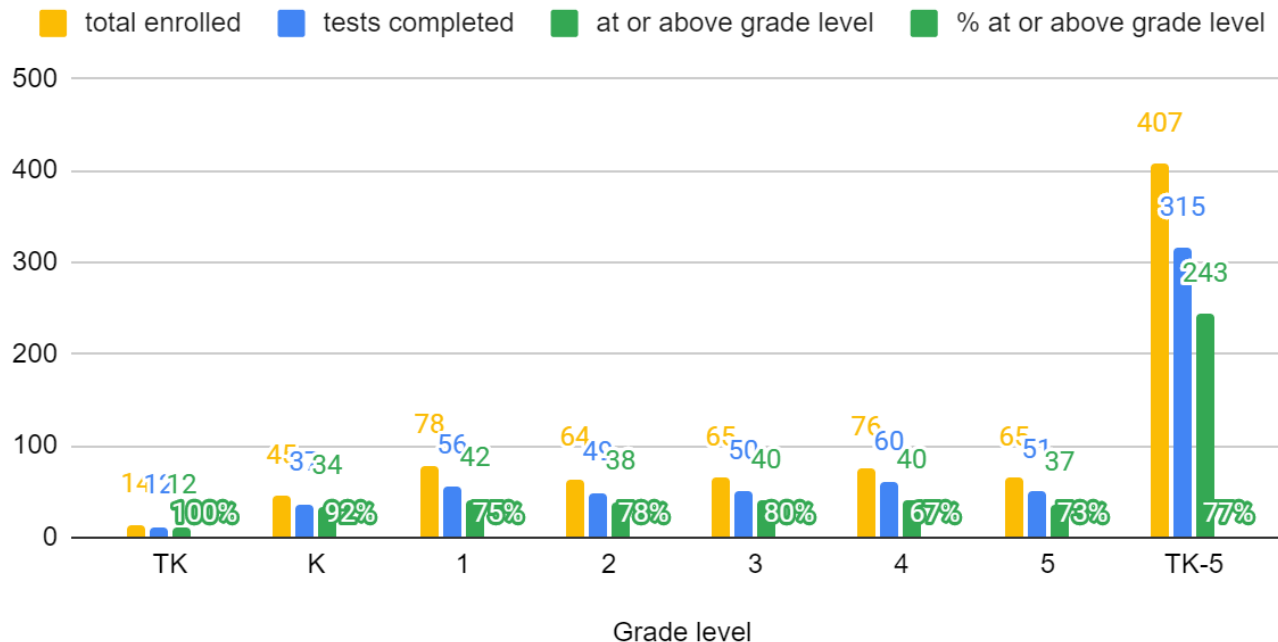
Curriculum & Instruction Department Updates

Benchmark Assessment- September Results

CCS Los Angeles Reading TK - 5

CCS Los Angeles Reading

Online & Options



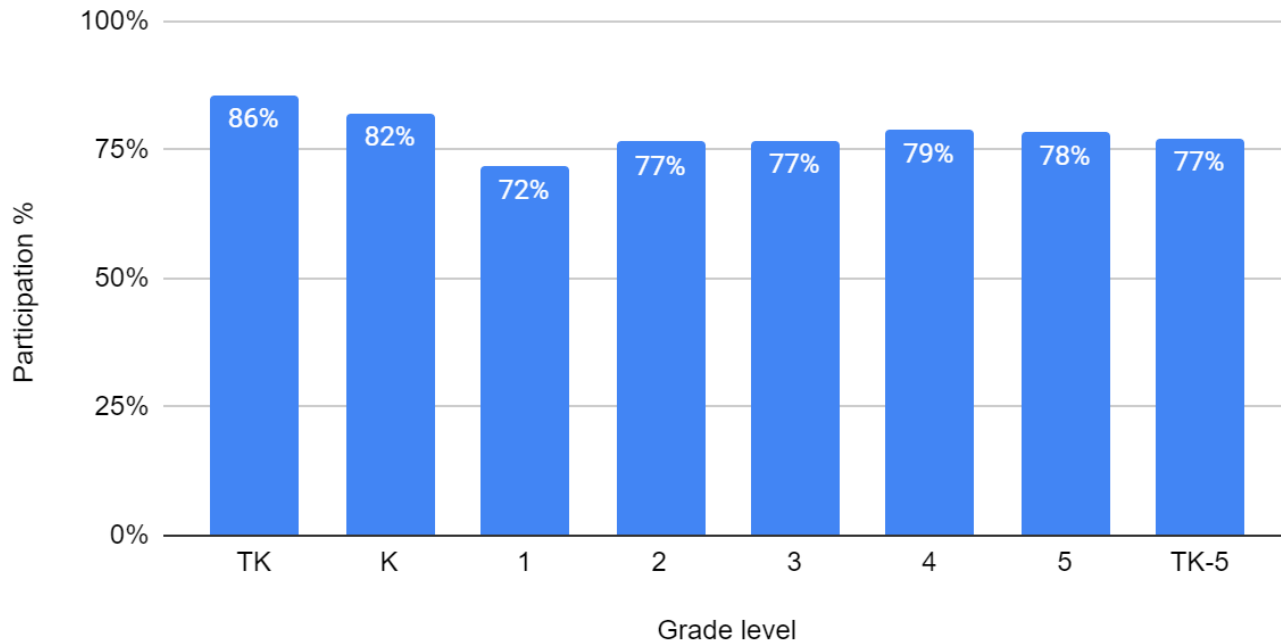


Curriculum & Instruction Department Updates

Benchmark Assessment - September Results CCS Los Angeles Reading Participation TK - 5

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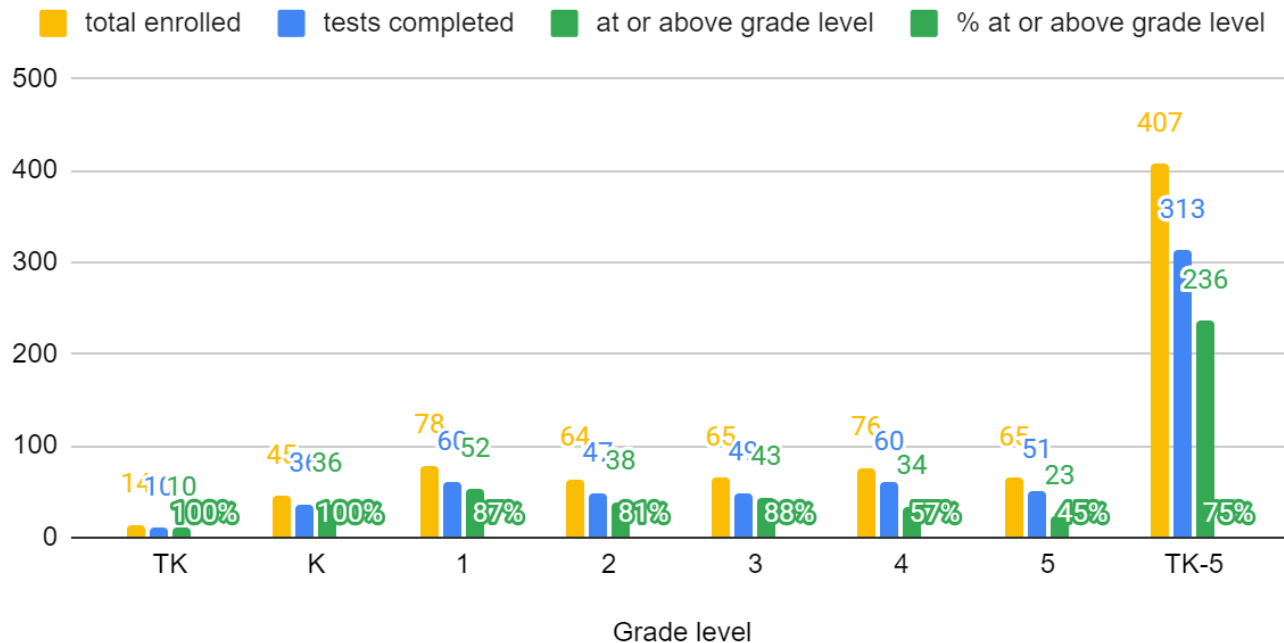
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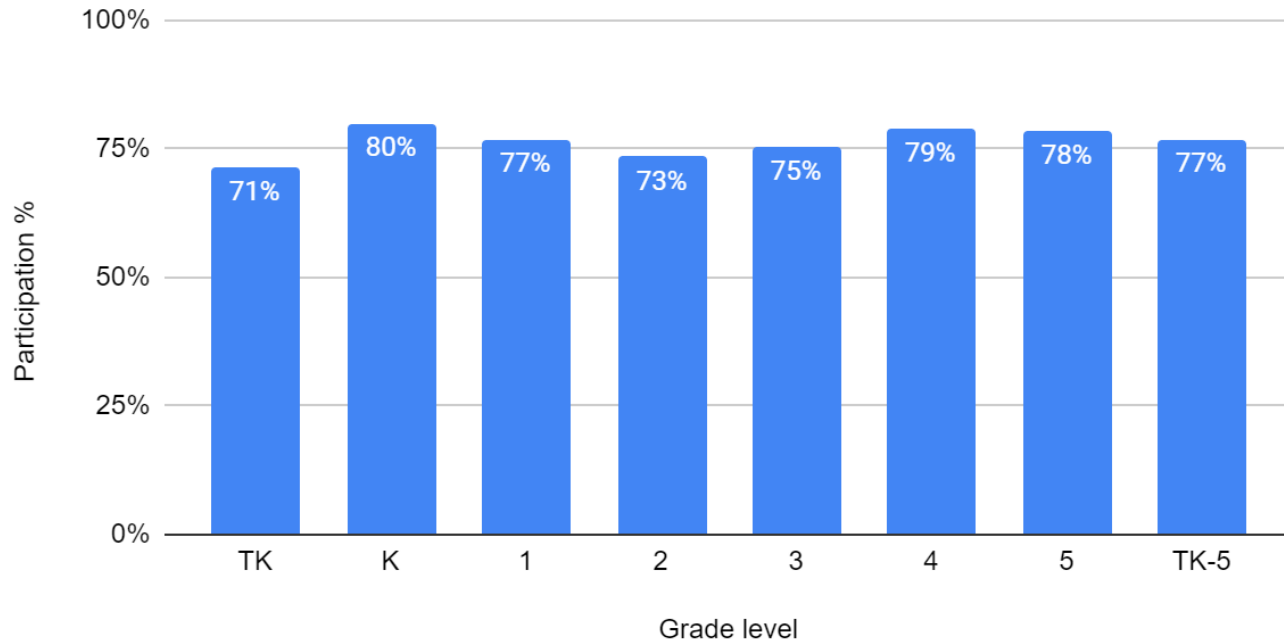
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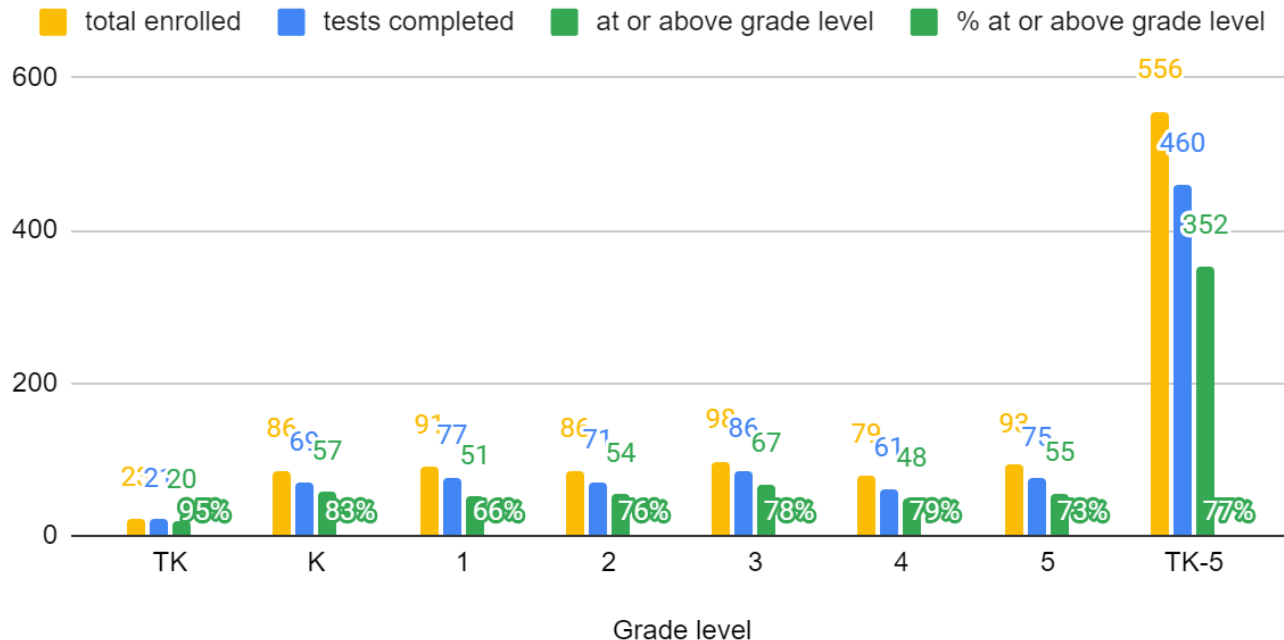
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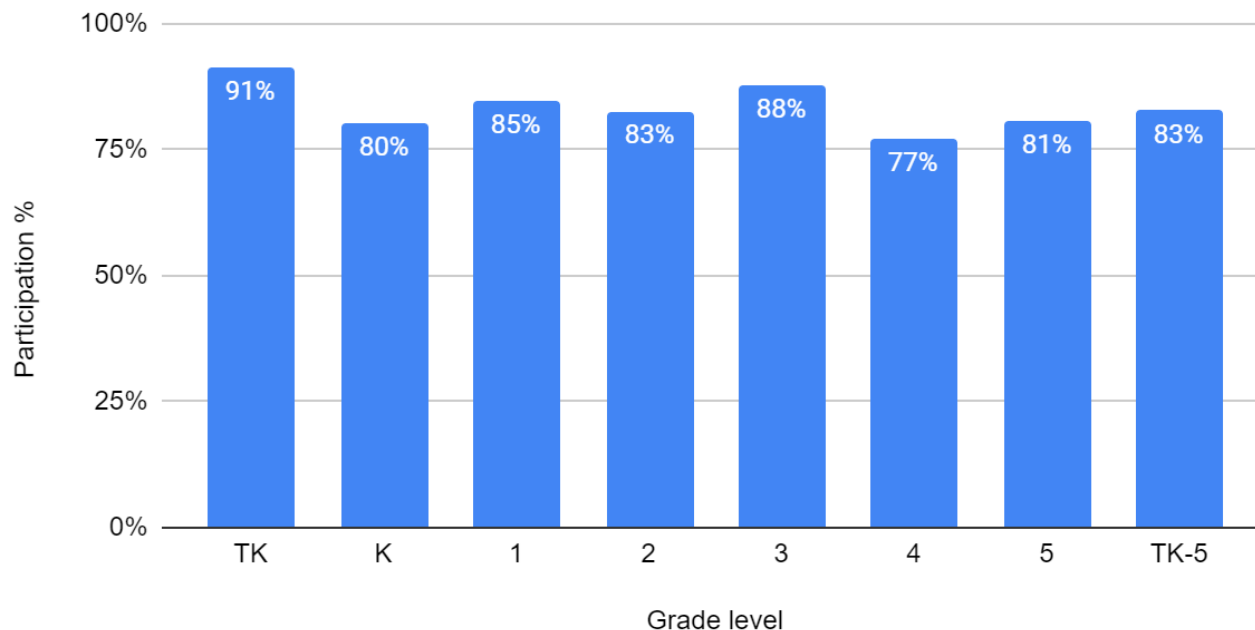


Curriculum & Instruction Department Updates

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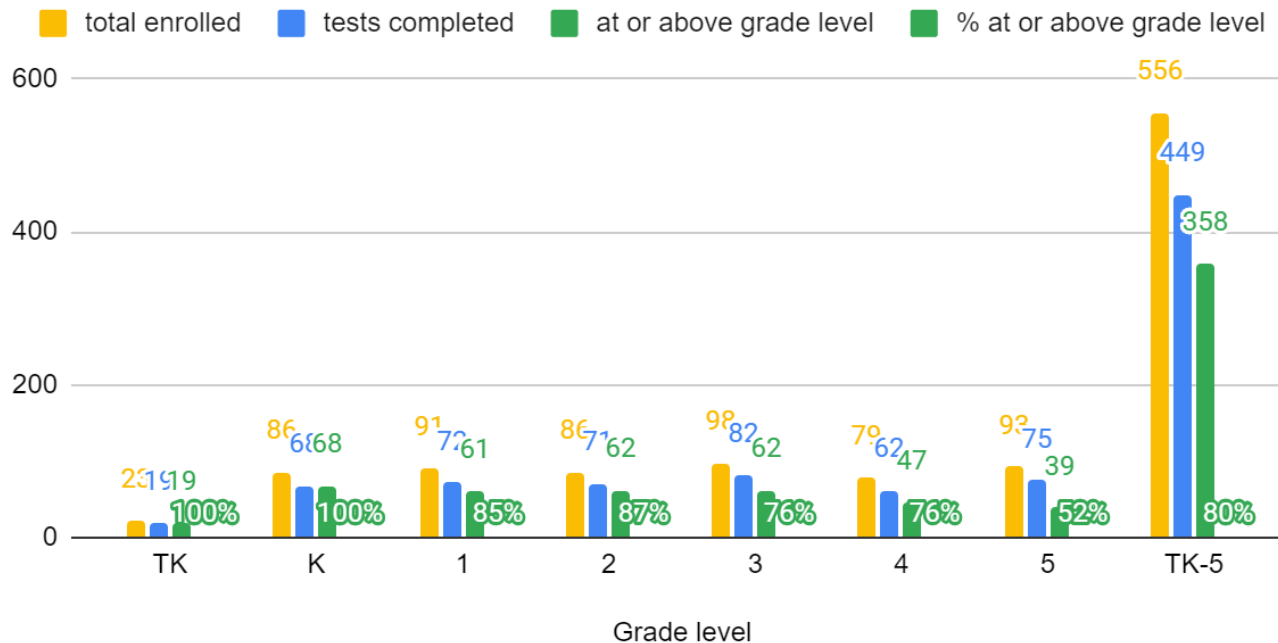
Curriculum & Instruction Department Updates

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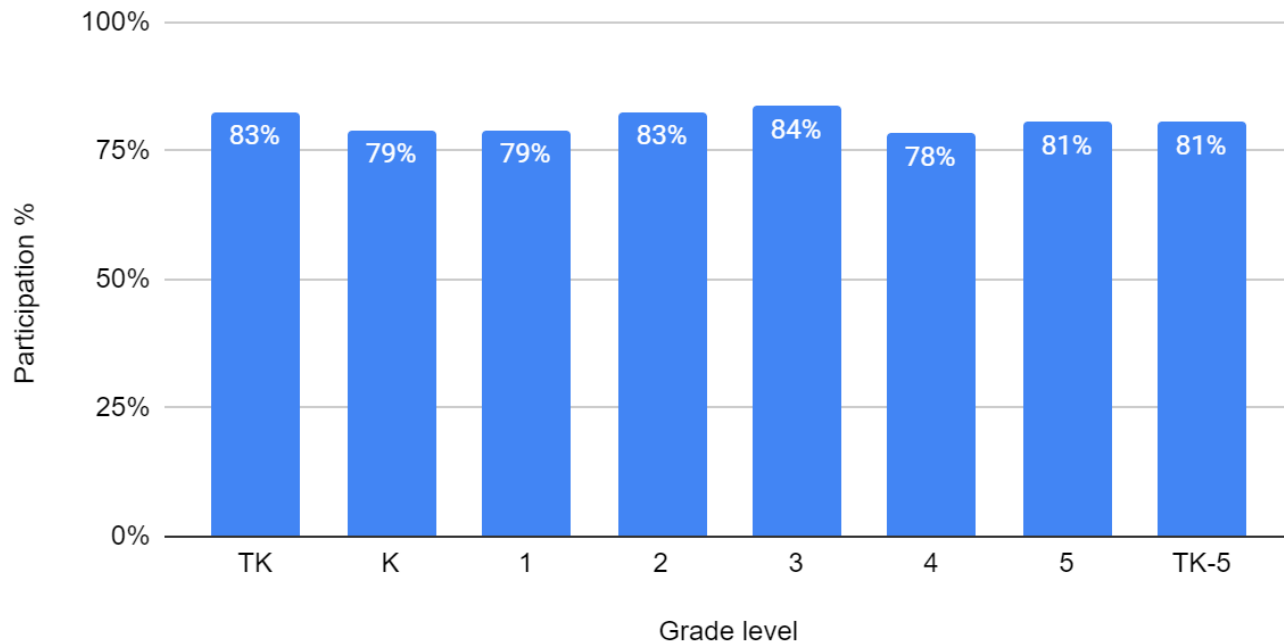
Curriculum & Instruction Department Updates

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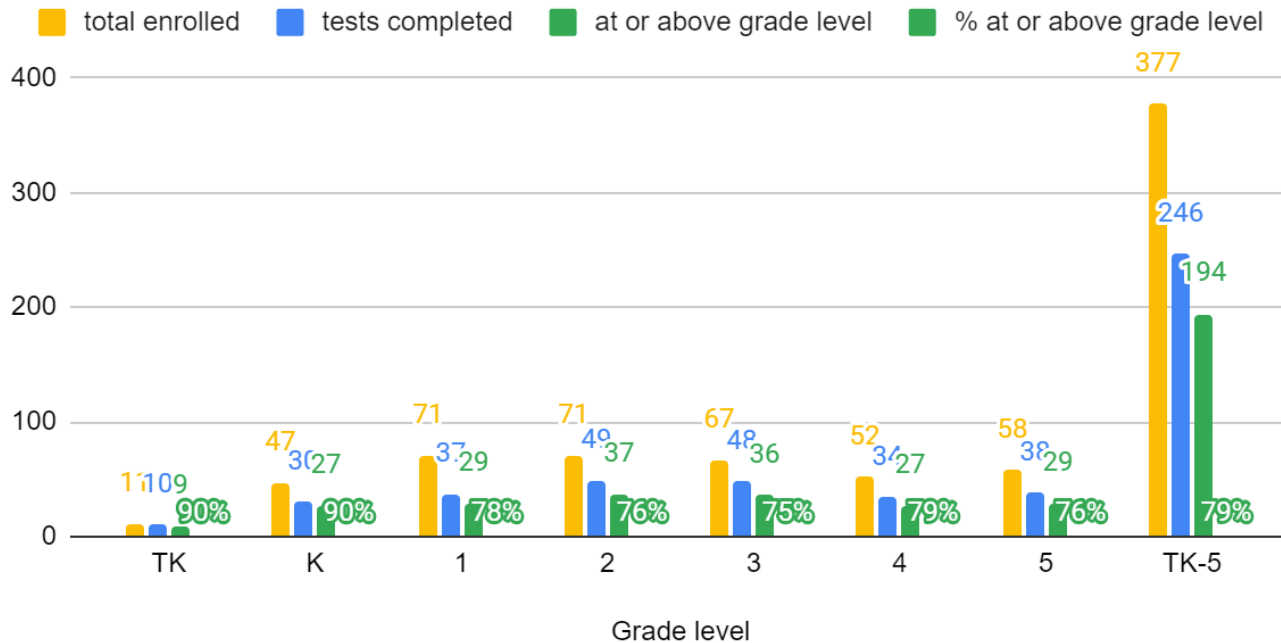
Curriculum & Instruction Department Updates

Benchmark Assessment- September Results

CCS Yolo Reading TK - 5

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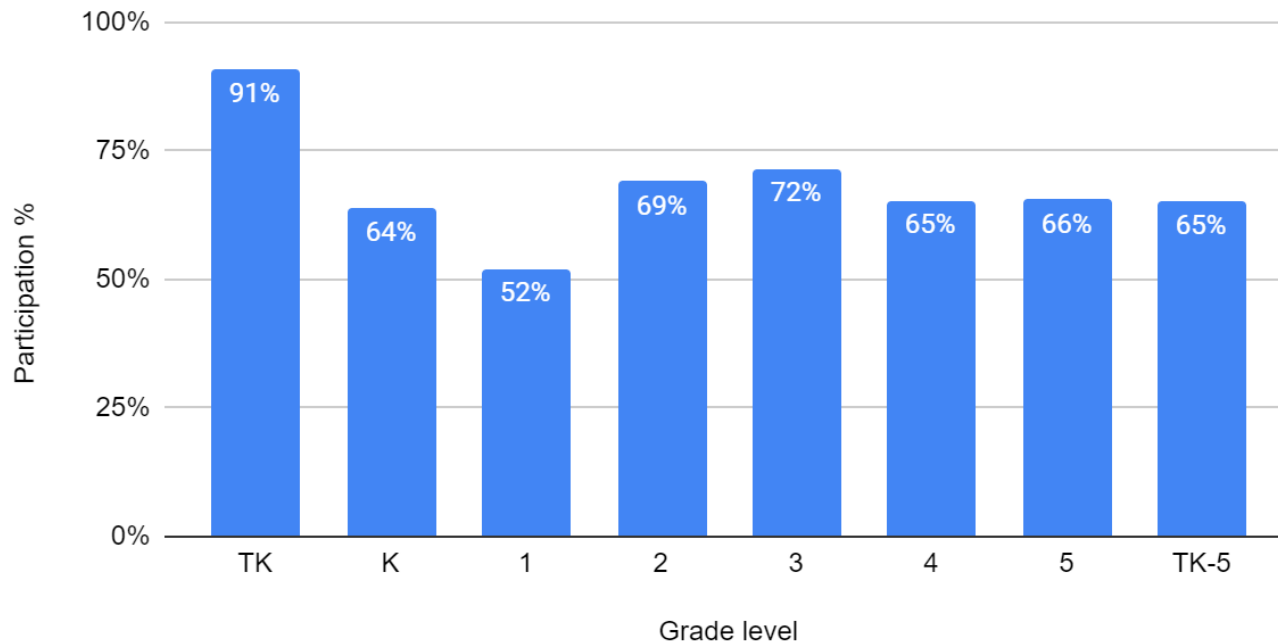
Curriculum & Instruction Department Updates

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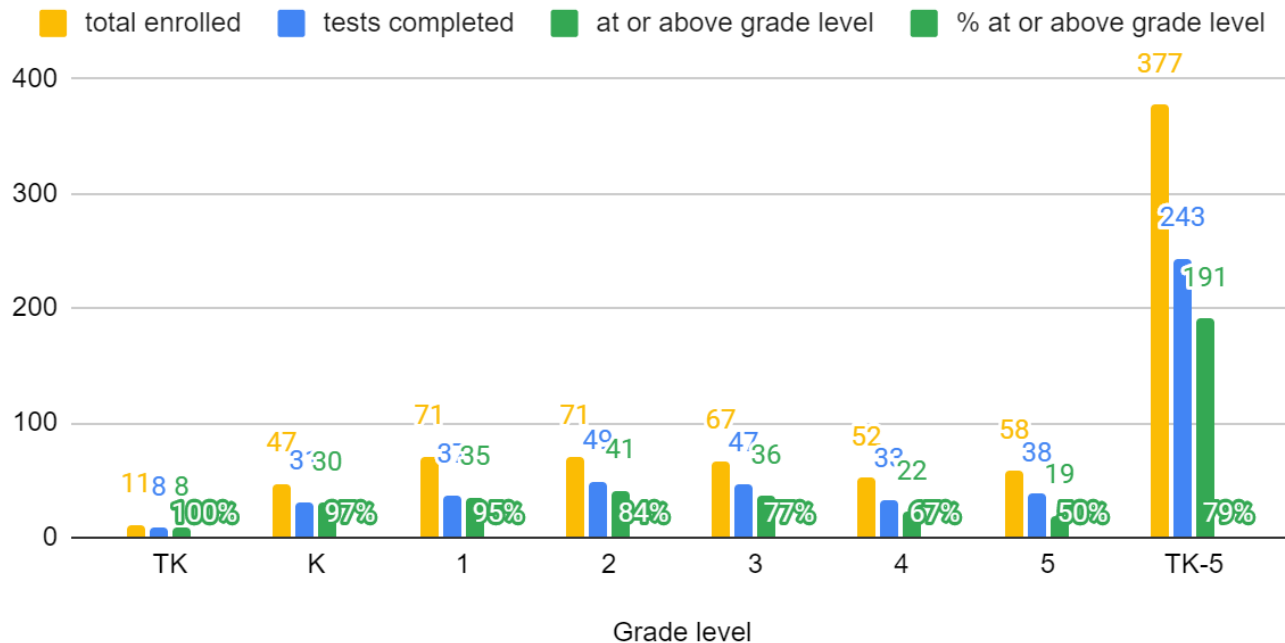
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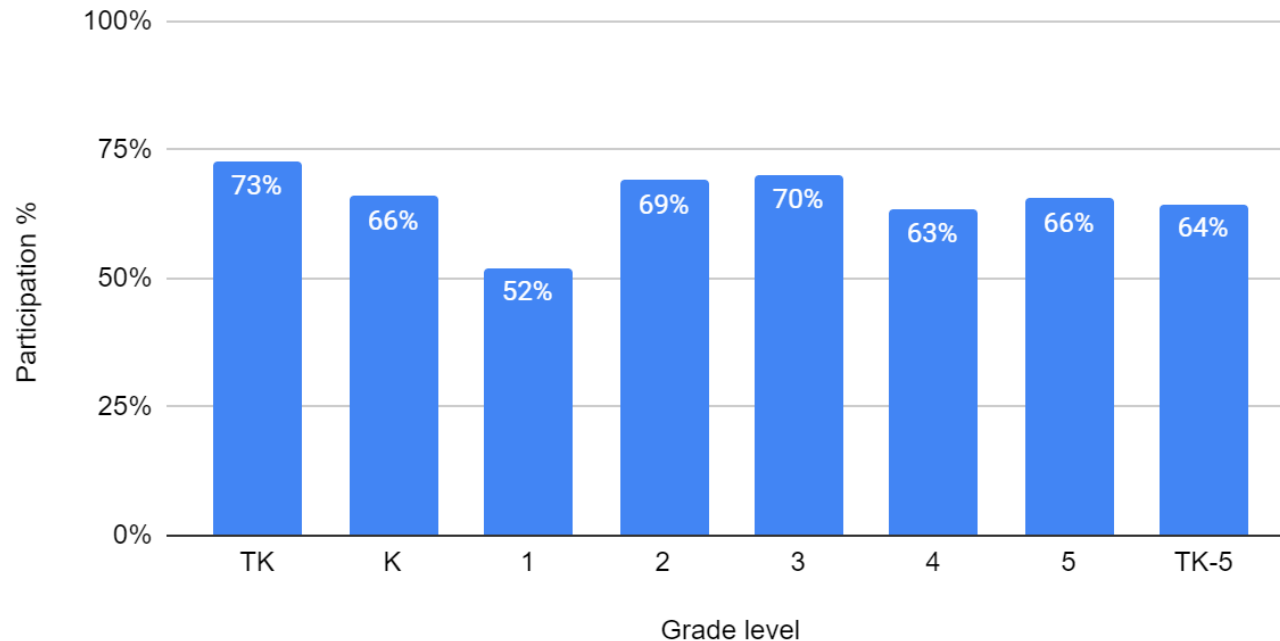
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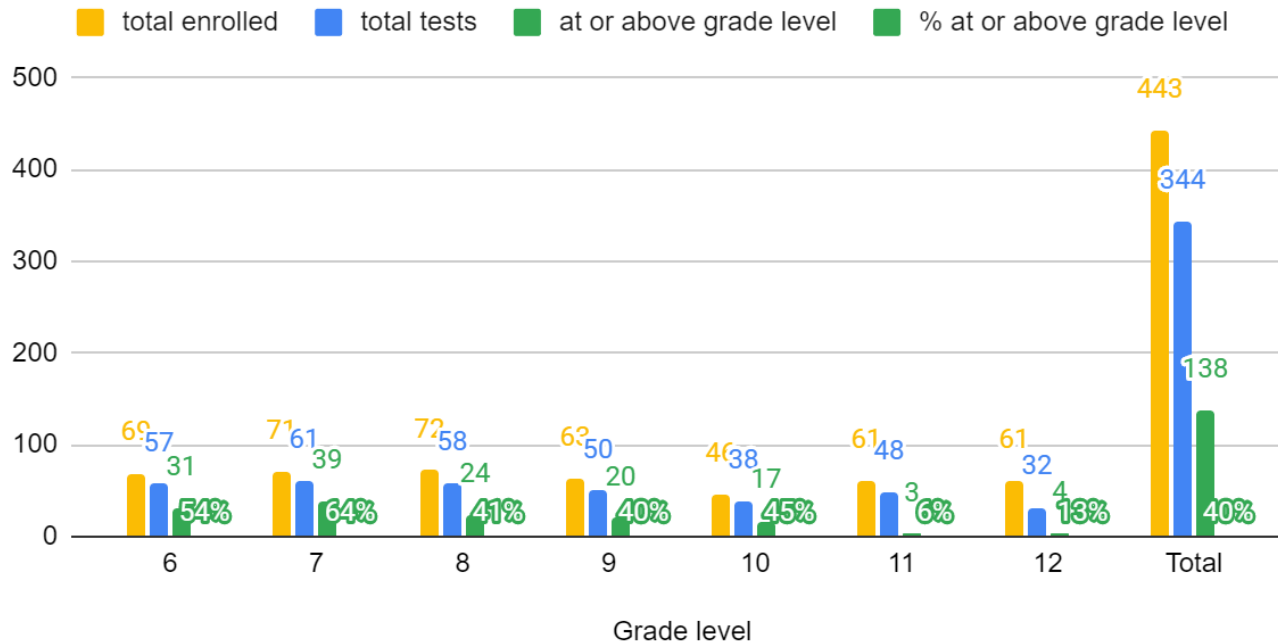


Curriculum & Instruction Department Updates

Benchmark Assessment- September Results CCS Los Angeles Reading 6 - 12th grade

CCS Los Angeles Reading

Online & Options



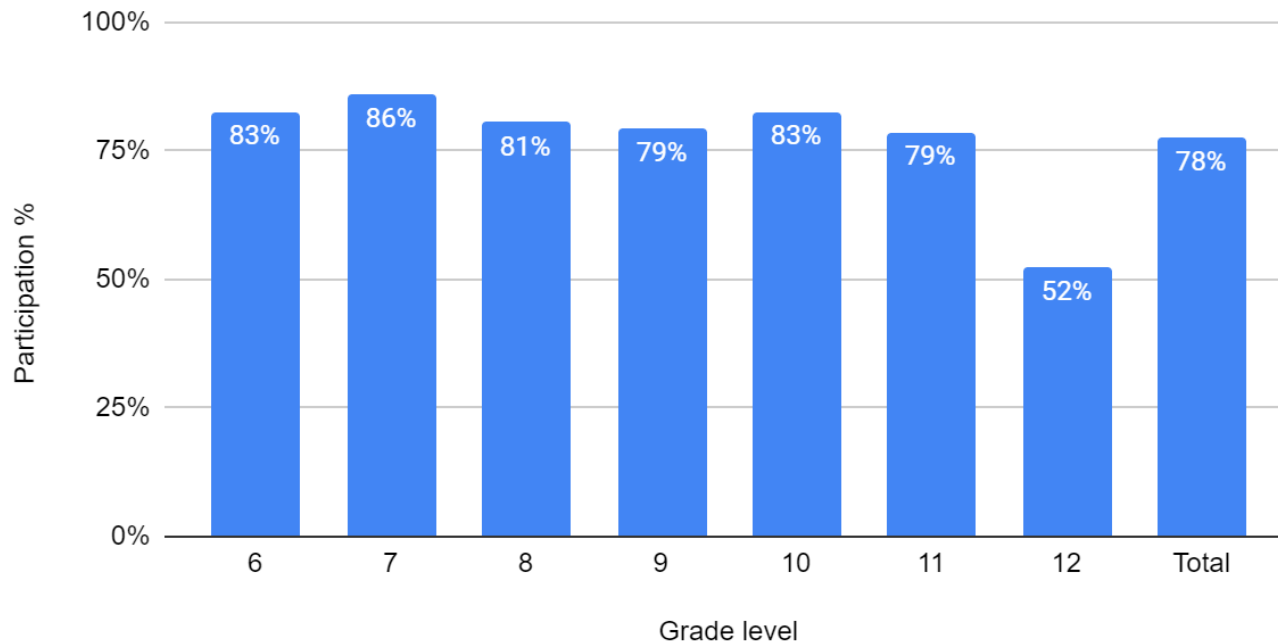


Curriculum & Instruction Department Updates

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CCS Los Angeles Reading

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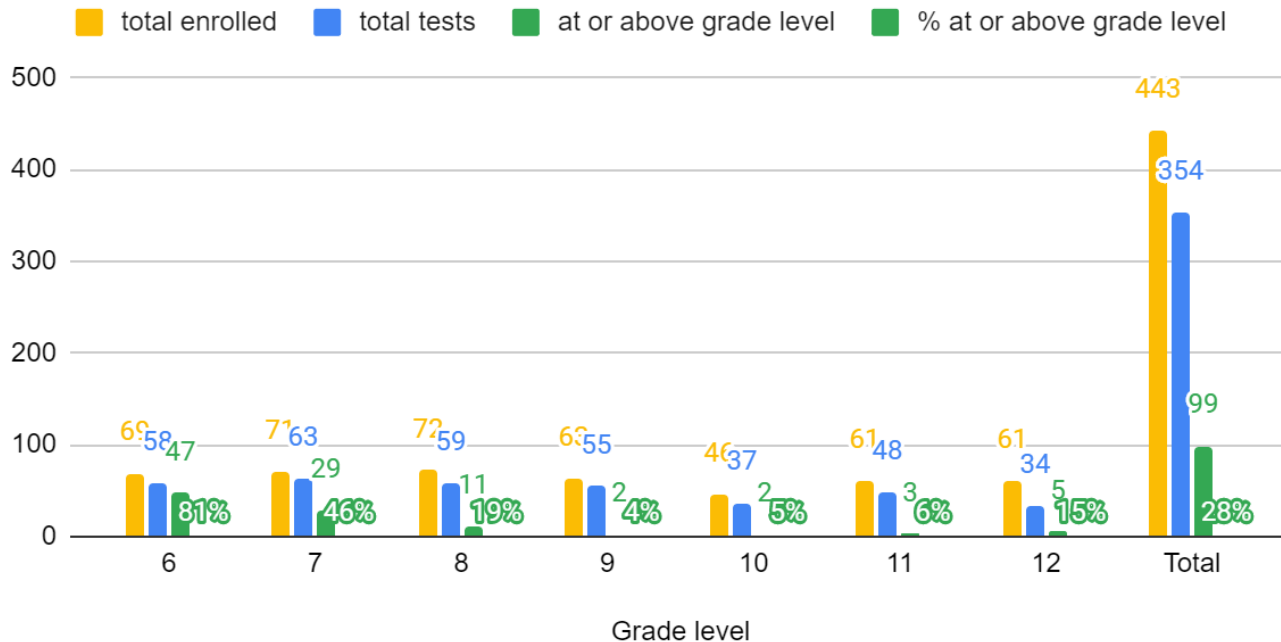
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CCS Los Angeles Math 6 - 12th grade

CCS Los Angeles Math

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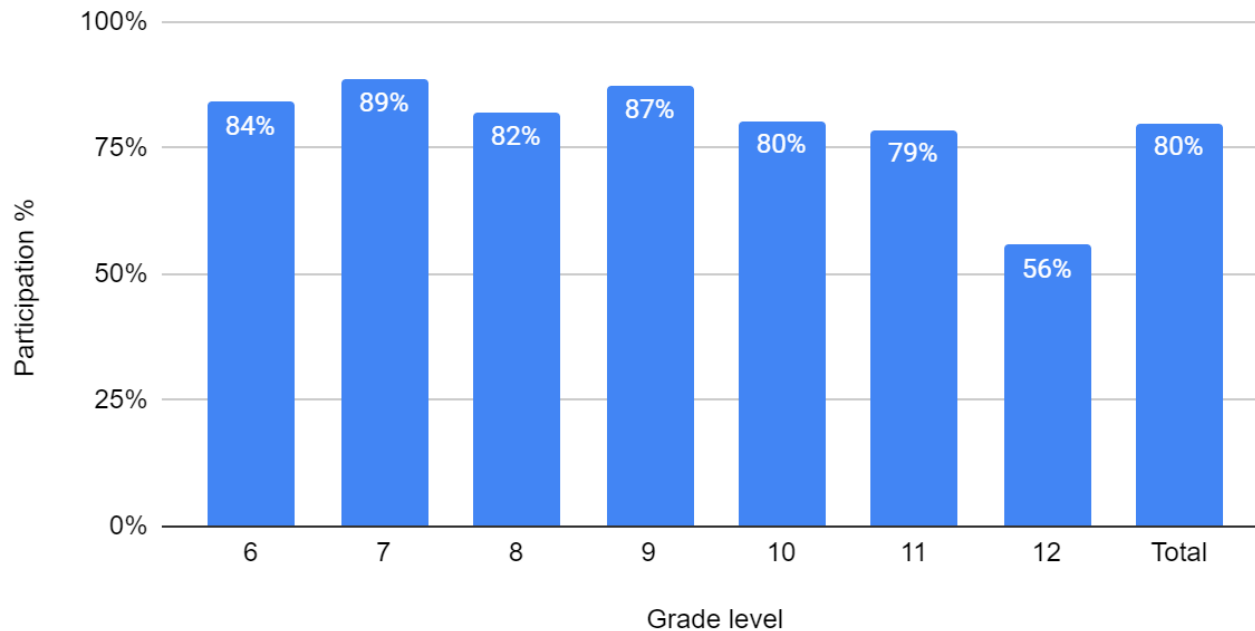


Curriculum & Instruction Department Updates

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CCS Los Angeles Math

Online & Options





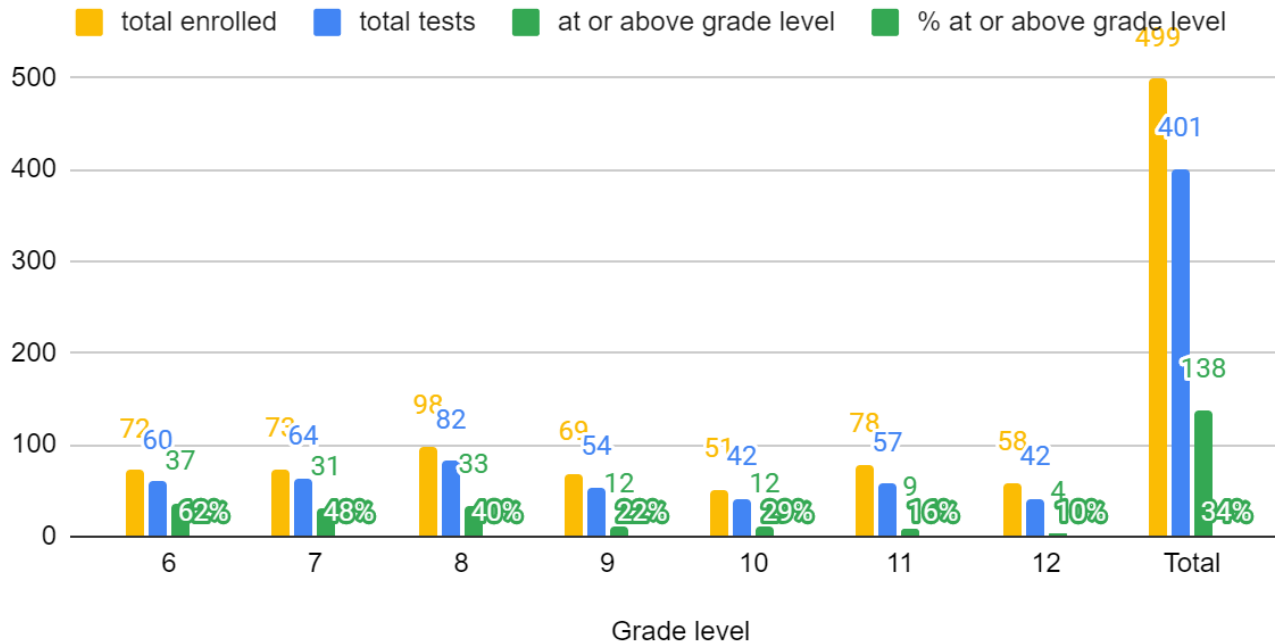
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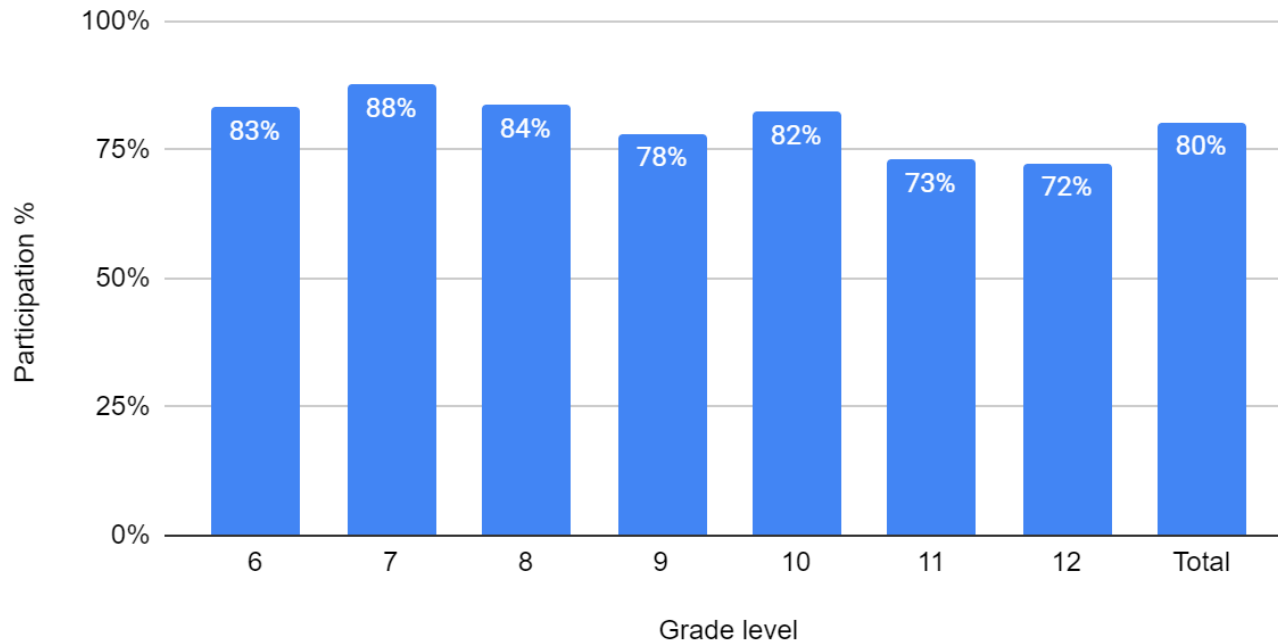


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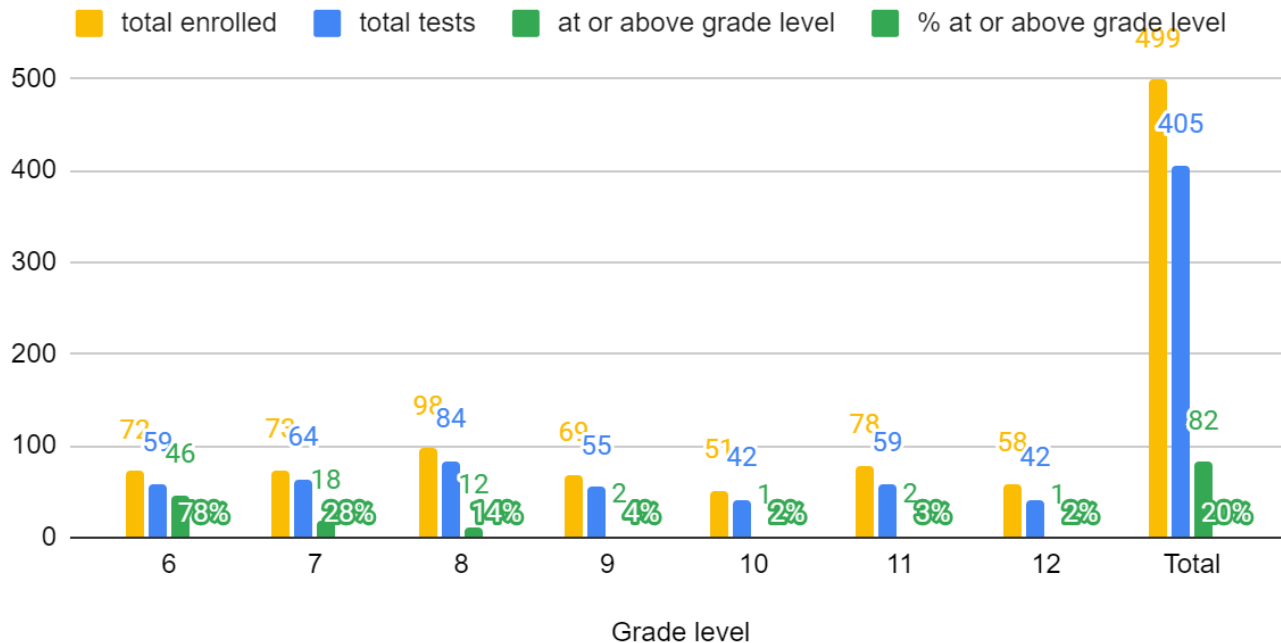
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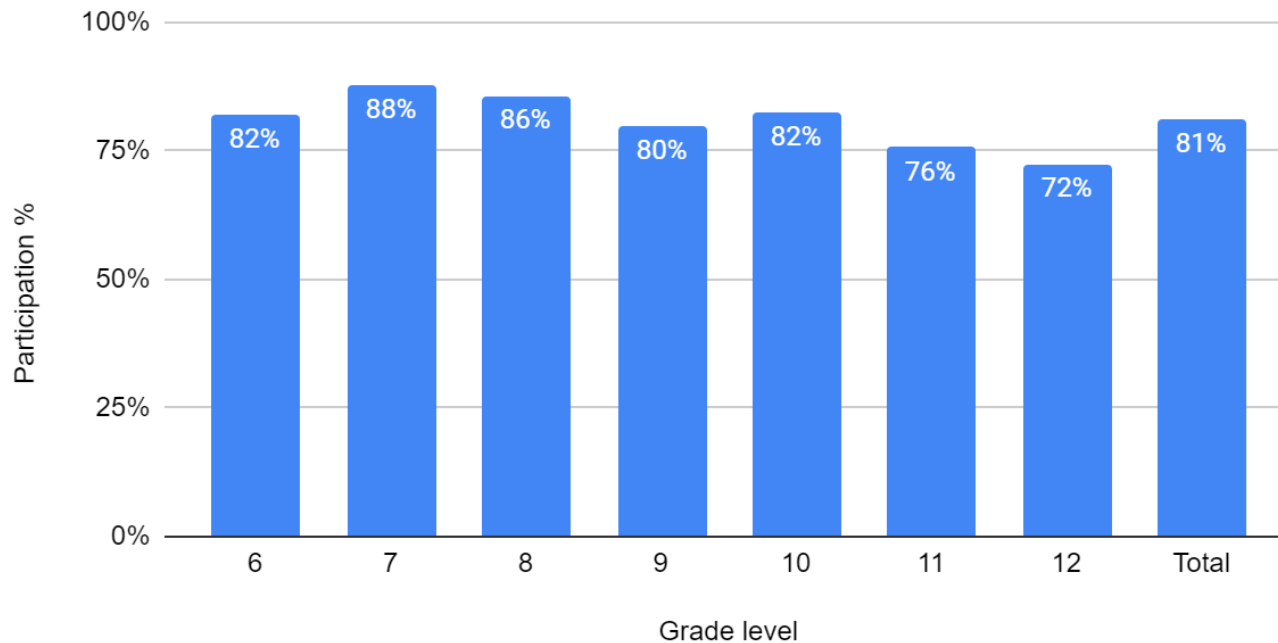


Curriculum & Instruction Department Updates

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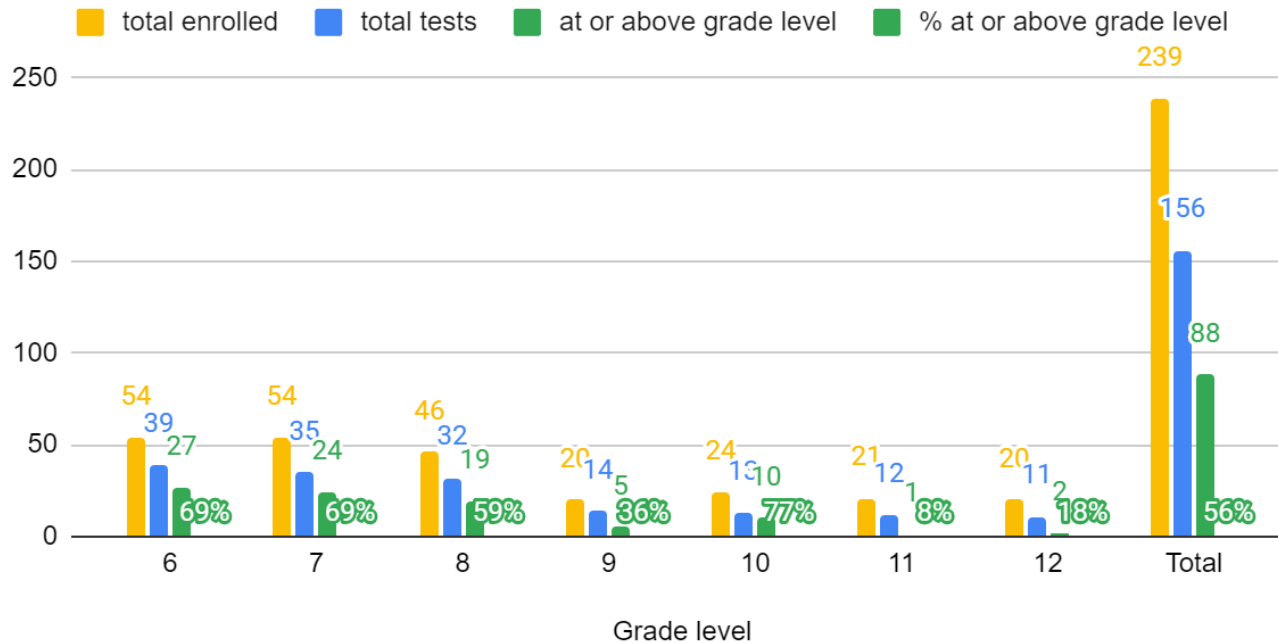
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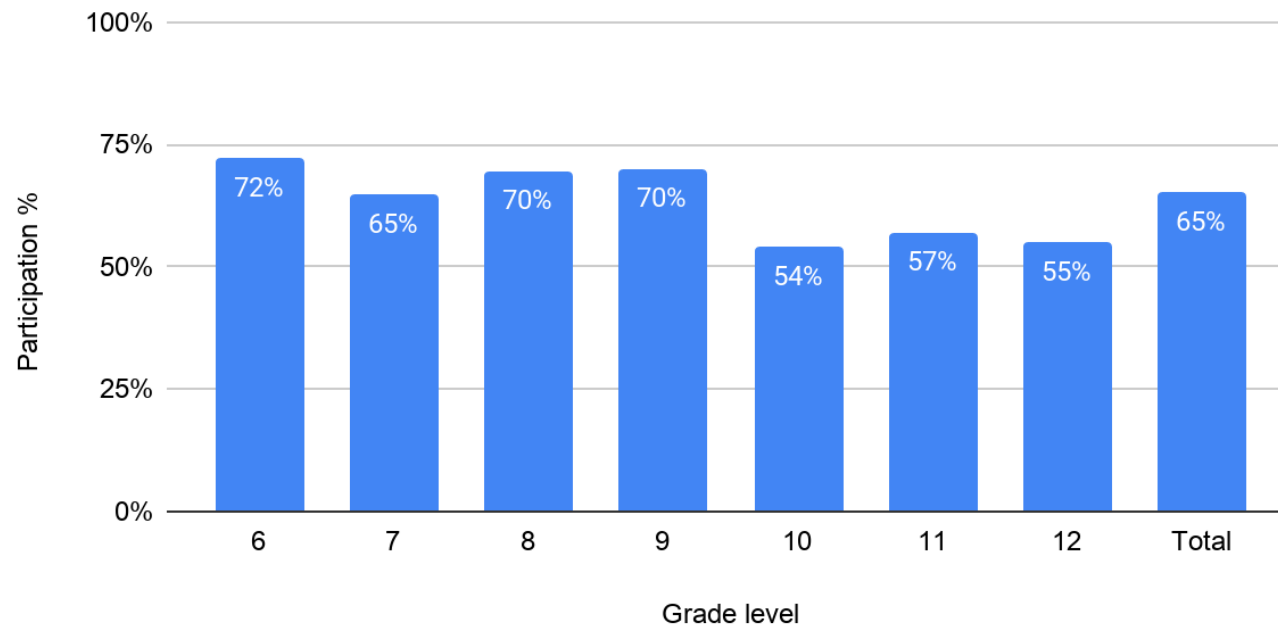


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CCS Yolo Reading

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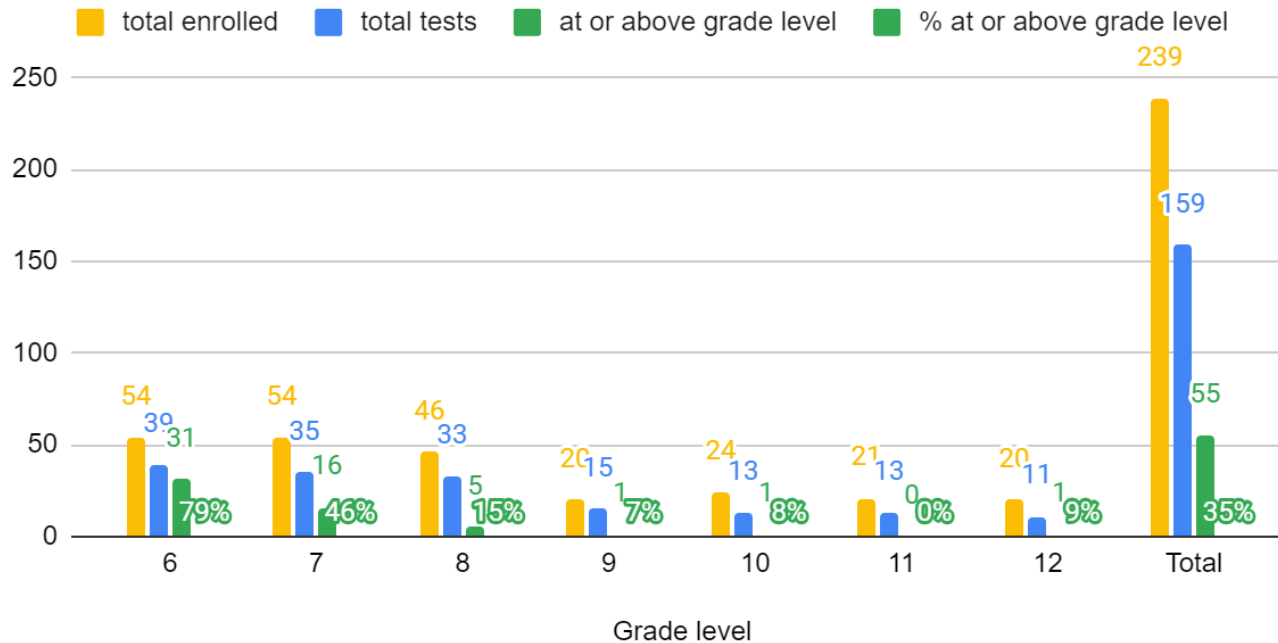
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CCS Yolo Math

Online & Options



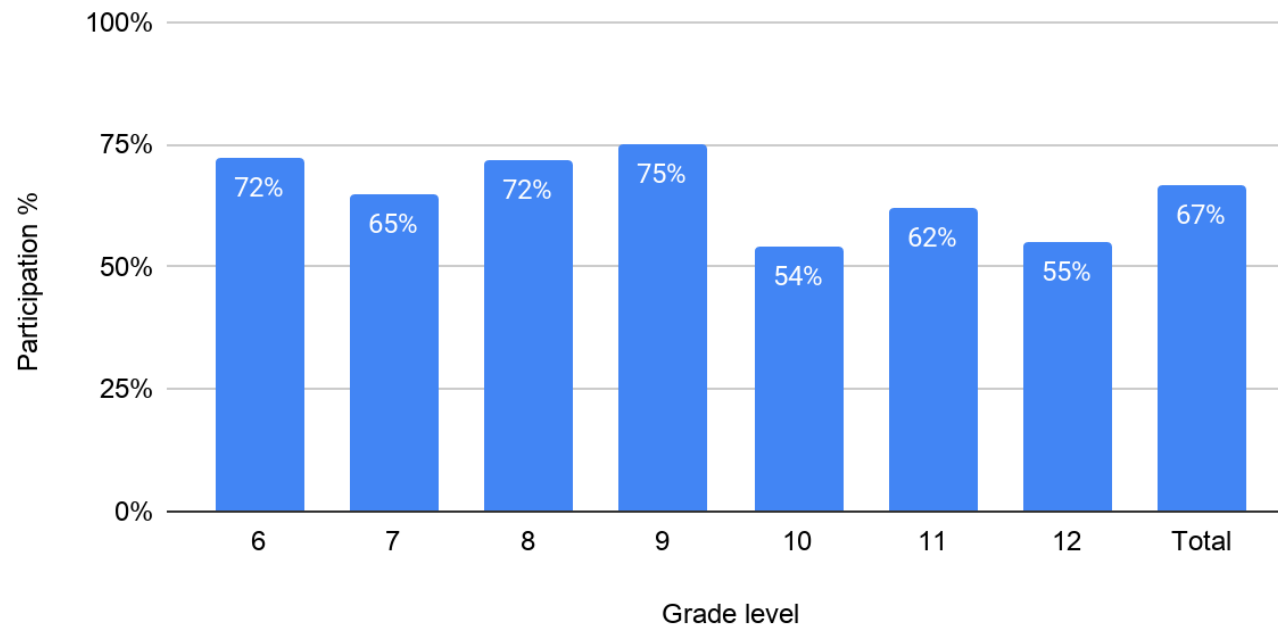


Curriculum & Instruction Department Updates

Benchmark Assessment- September Results CCS Yolo Math Participation 6 - 12th grade

CCS Yolo Math

Online & Options





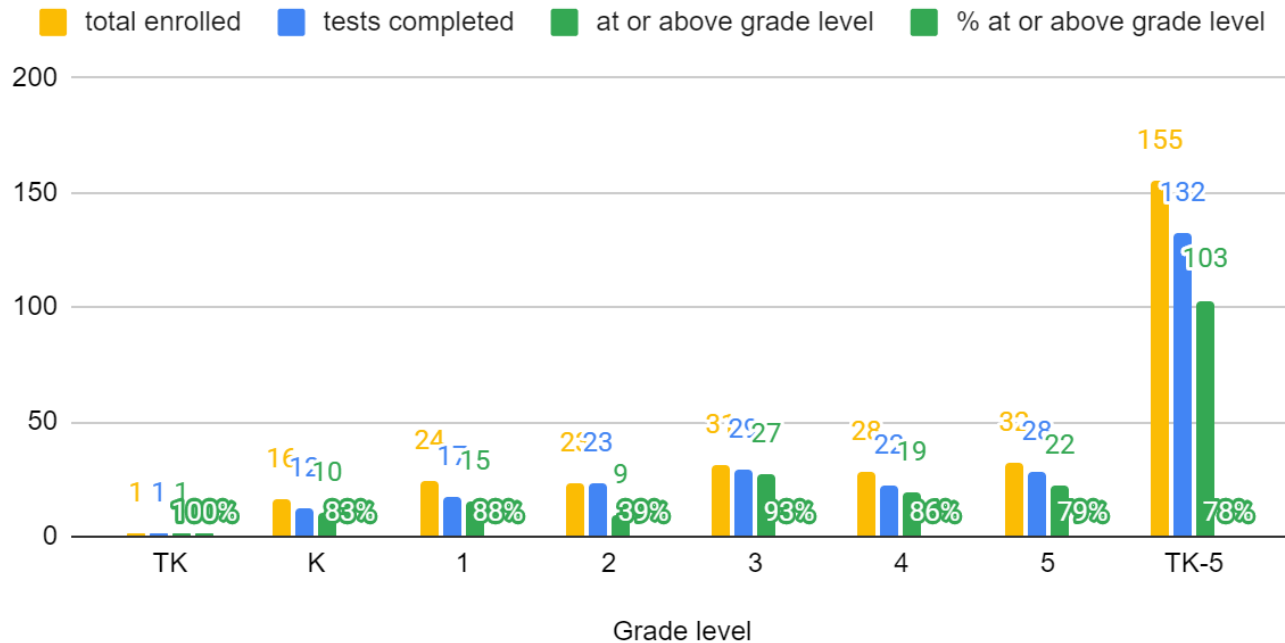
Curriculum & Instruction Department Updates

Benchmark Assessment- September Results

CCS Online Reading TK - 5th grade

CCS Reading

Online





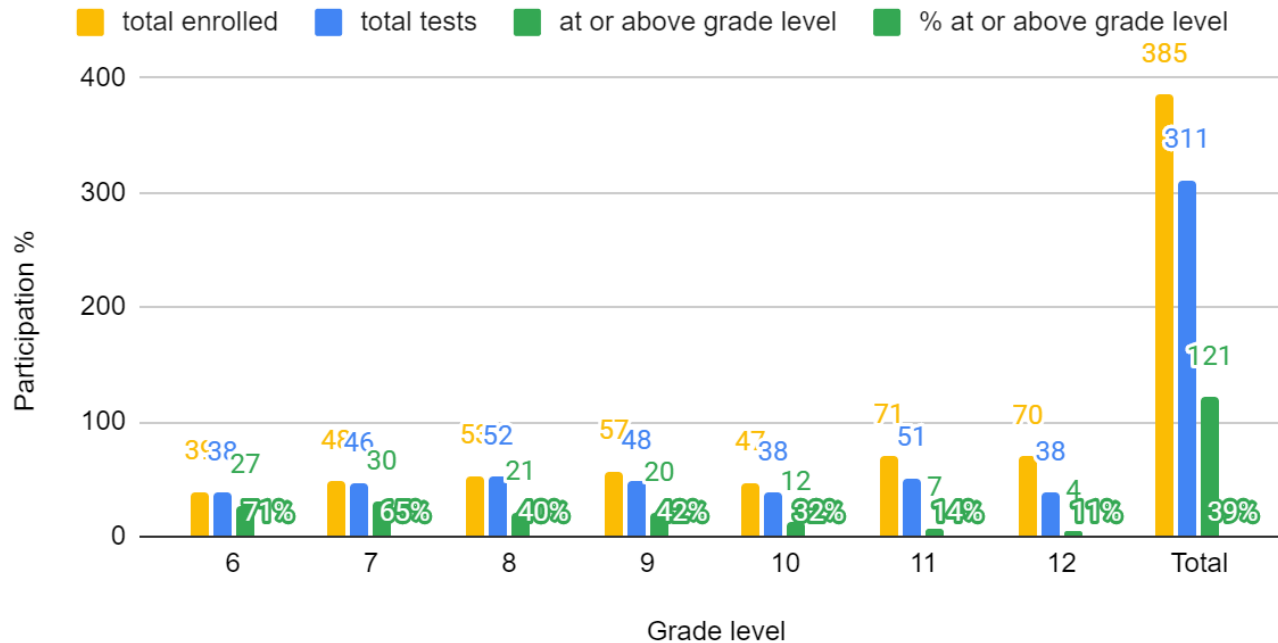
Curriculum & Instruction Department Updates

Benchmark Assessment- September Results

CCS Online Reading 6 - 12th grade

CCS Reading

Online





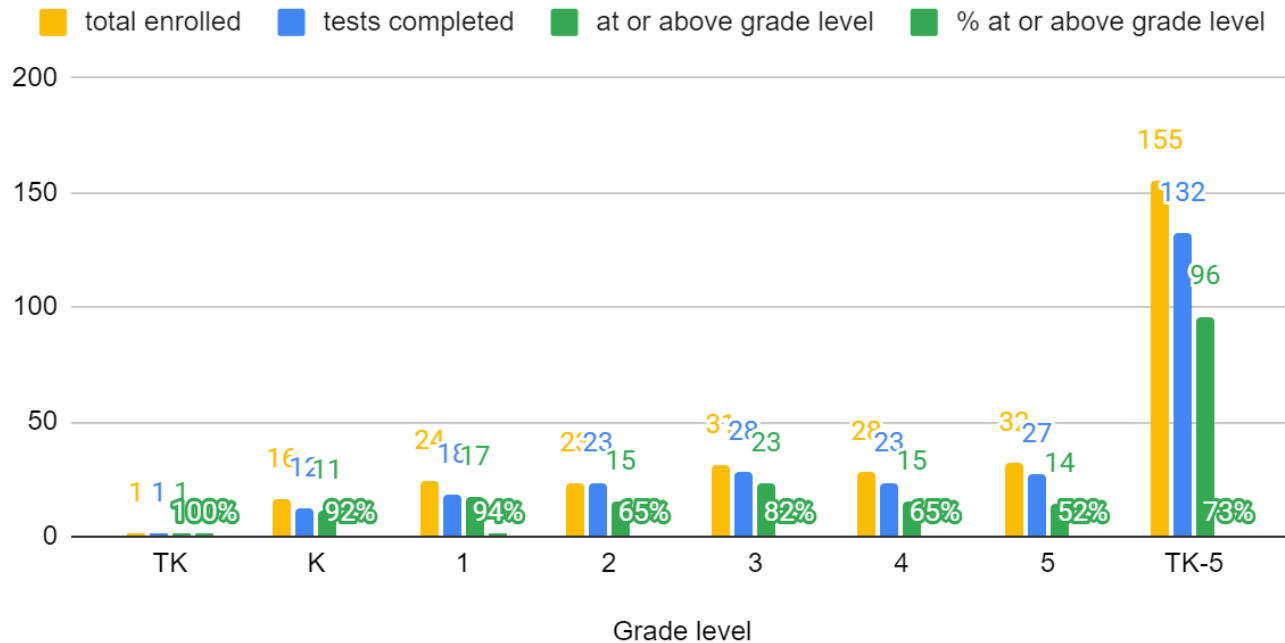
Curriculum & Instruction Department Updates

Benchmark Assessment- September Results

CCS Online Math TK - 5th grade

CCS Math

Online





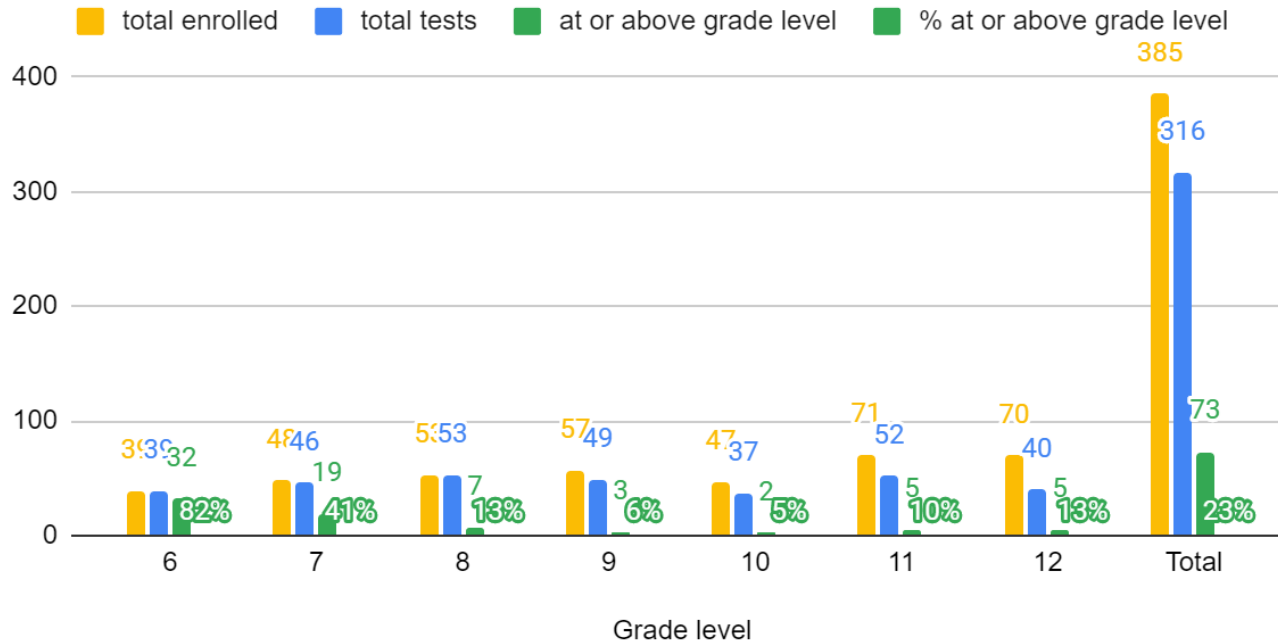
Curriculum & Instruction Department Updates

Benchmark Assessment- September Results

CCS Online Math 6 - 12th grade

CCS Math

Online





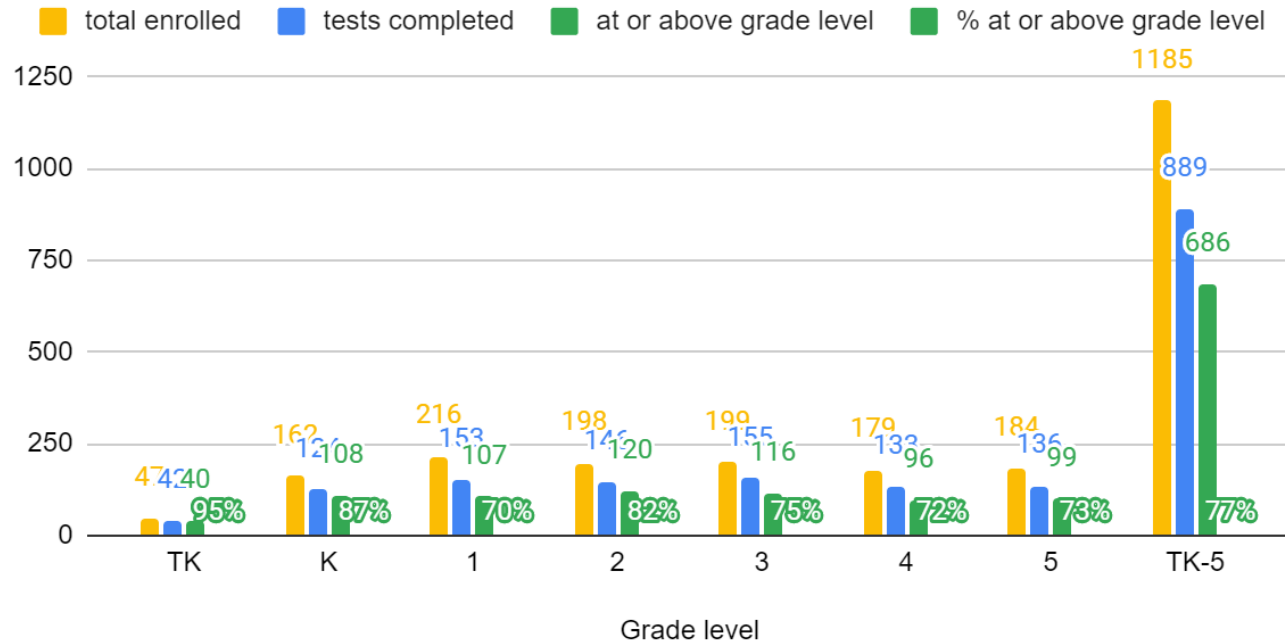
Curriculum & Instruction Department Updates

Benchmark Assessment- September Results

CCS Options Reading TK - 5th grade

CCS Reading

Options





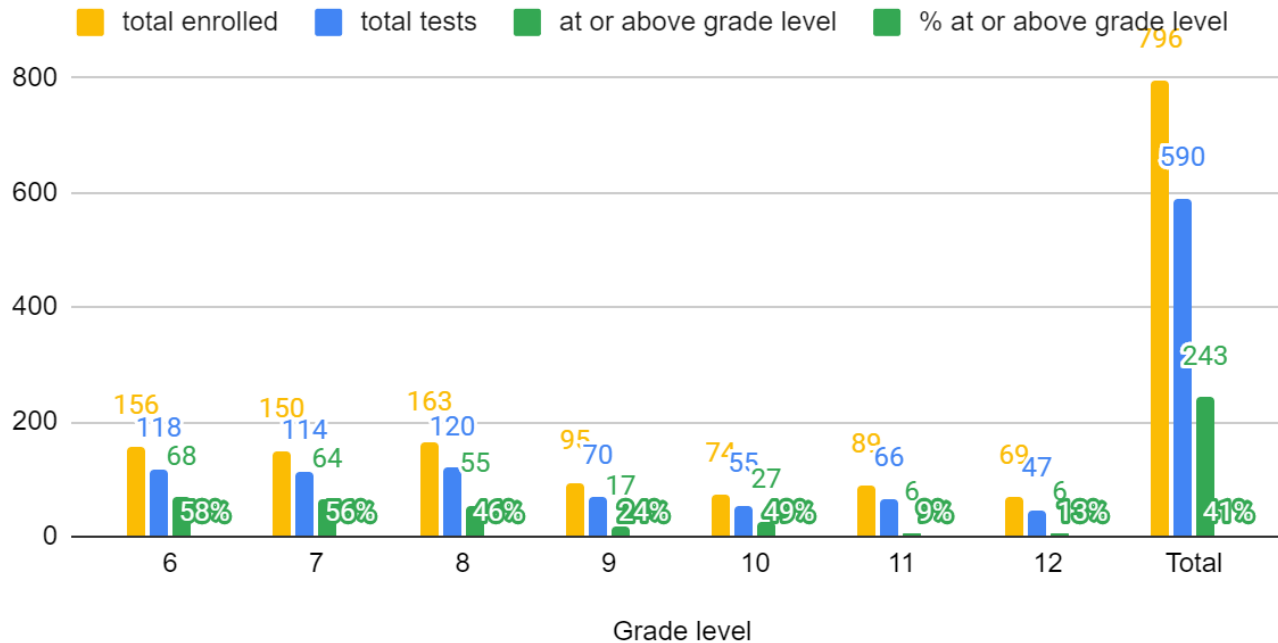
Curriculum & Instruction Department Updates

Benchmark Assessment- September Results

CCS Options Reading 6 - 12th grade

CCS Reading

Options





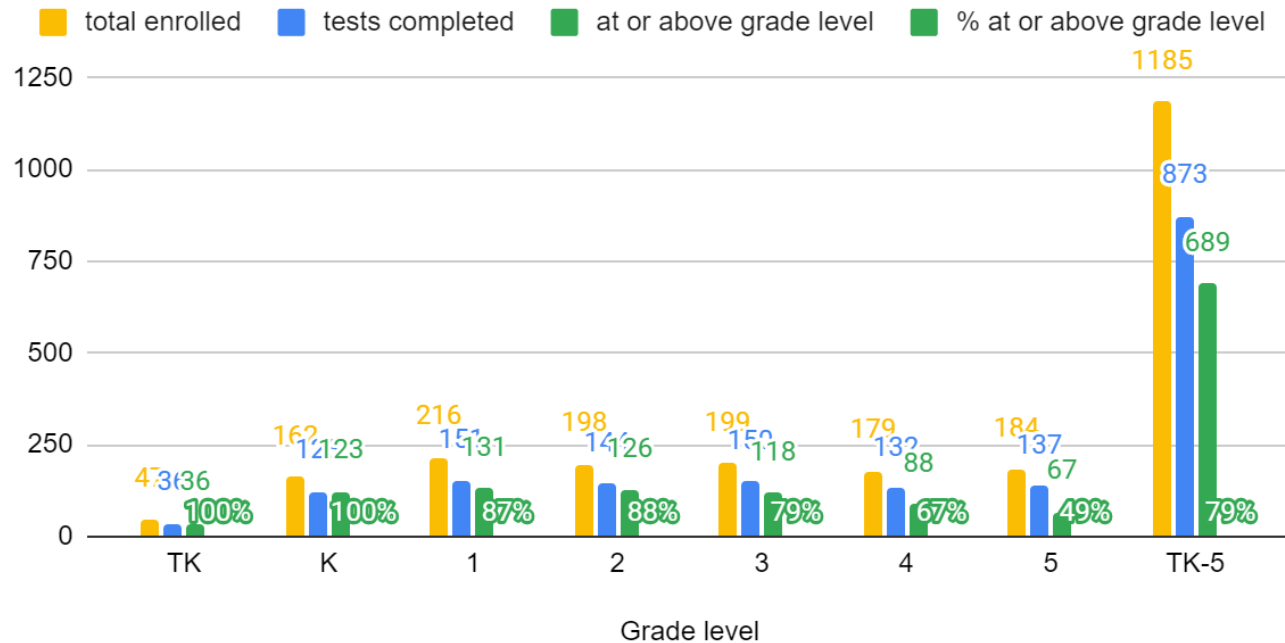
Curriculum & Instruction Department Updates

Benchmark Assessment- September Results

CCS Options Math TK - 5th grade

CCS Math

Options





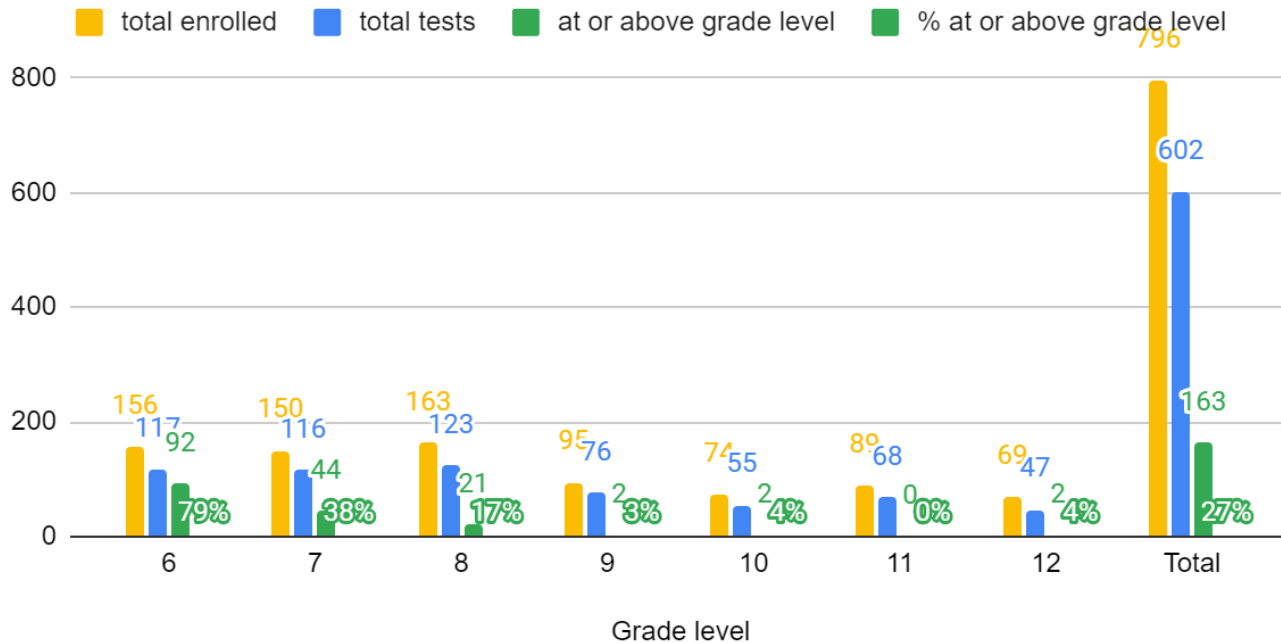
Curriculum & Instruction Department Updates

Benchmark Assessment- September Results

CCS Options Math 6 - 12th grade

CCS Math

Options





Curriculum & Instruction Department Updates

Benchmark Assessment- September Results

CCS Comparison

	TK-5th % at/+ grade level	TK-5th participation	6-12th % at/+ grade level	6-12th participation
Online Reading	78%	85%	39%	81%
Online Math	73%	85%	23%	82%
Options Reading	77%	75%	41%	74%
Options Math	79%	74%	27%	76%

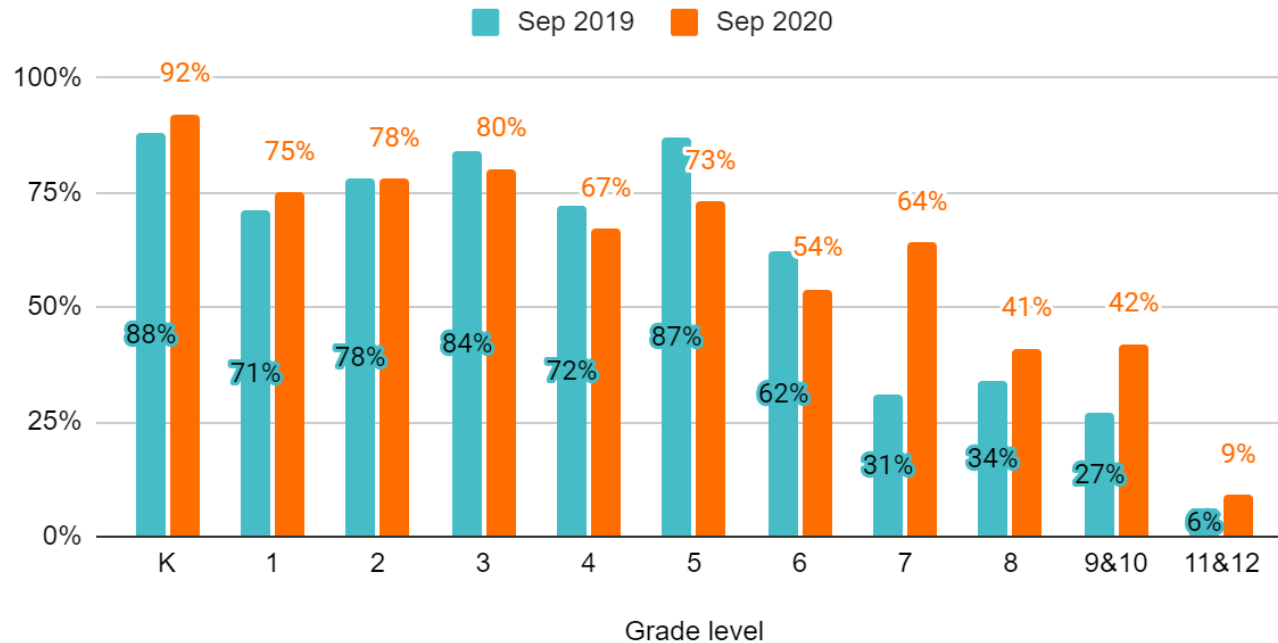


Curriculum & Instruction Department Updates

Benchmark Assessment- September Results CCS Comparison 2019 v. 2020

CCS Los Angeles Reading

Percent of scholars +/- Grade Level





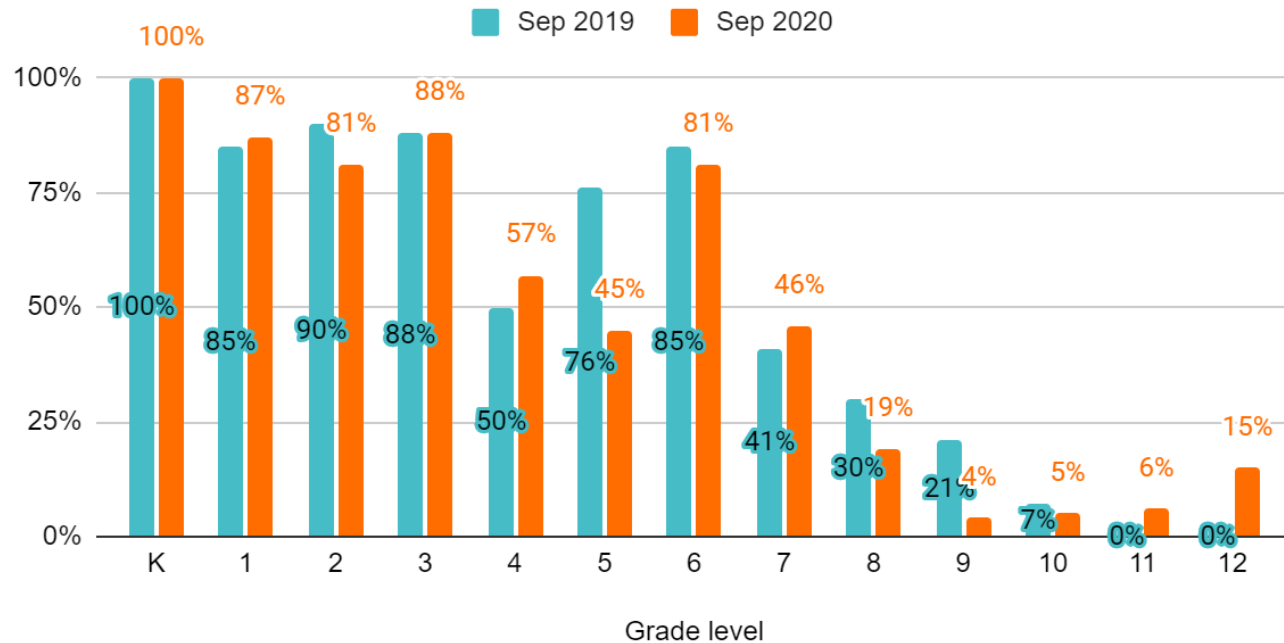
Curriculum & Instruction Department Updates

Benchmark Assessment- September Results

CCS Comparison 2019 v. 2020

CCS Los Angeles Math

Percent of scholars +/- Grade Level



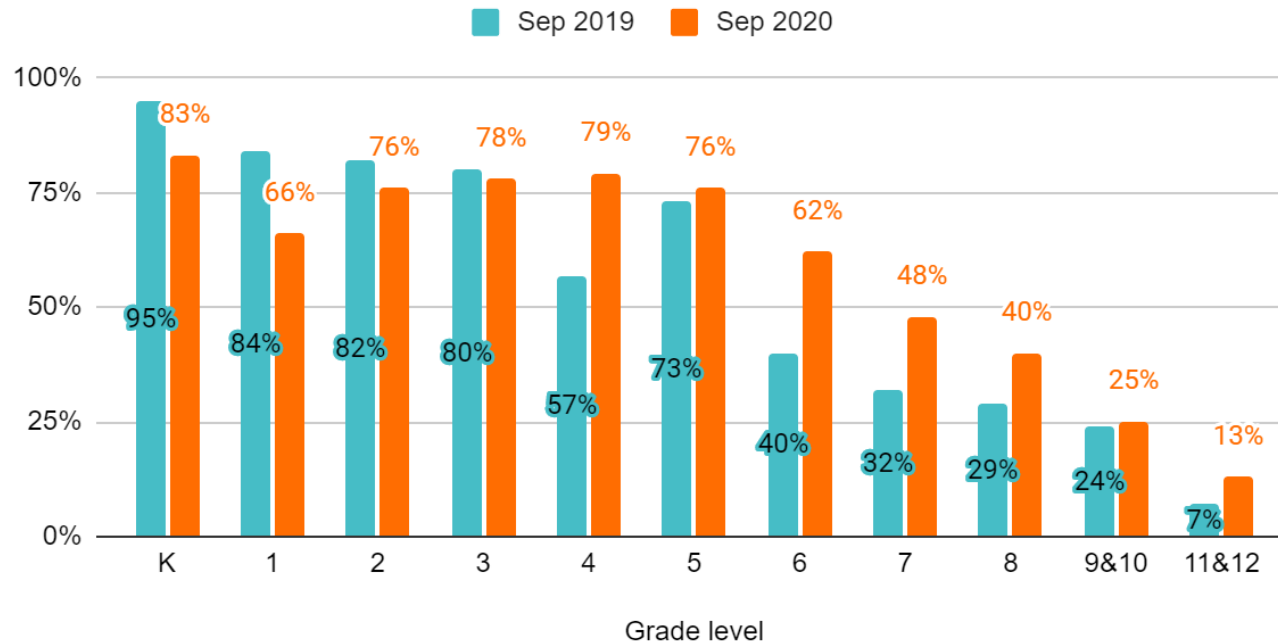


Curriculum & Instruction Department Updates

Benchmark Assessment- September Results CCS Comparison 2019 v. 2020

CCS San Diego Reading

Percent of scholars +/- Grade Level





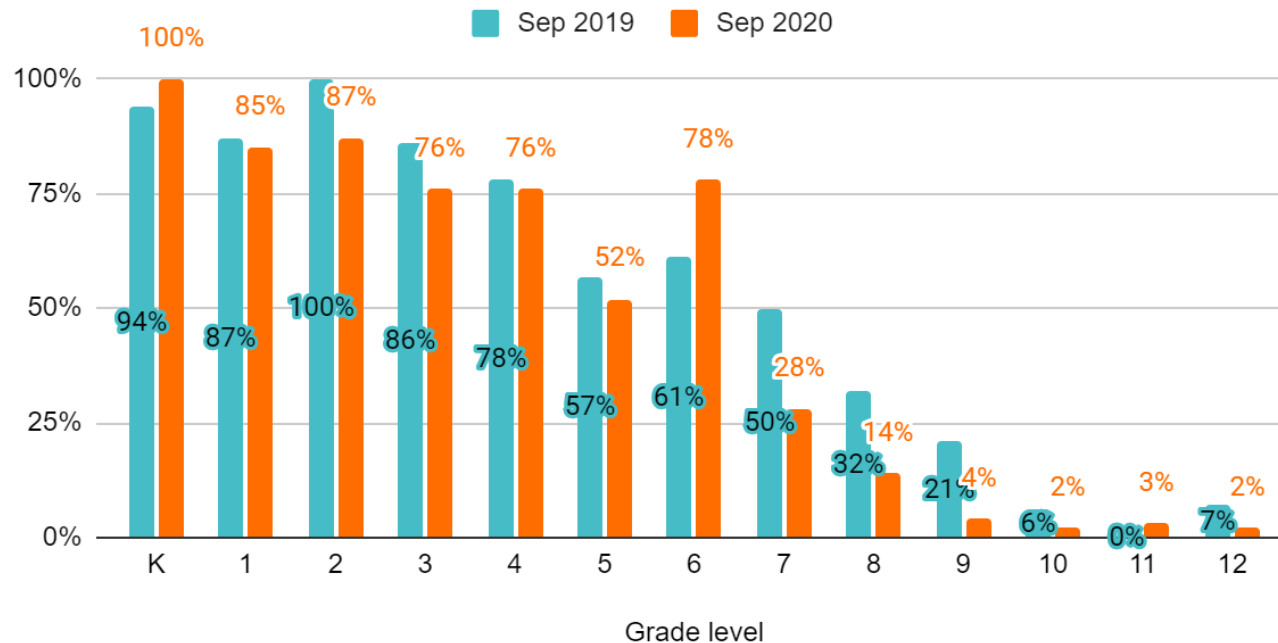
Curriculum & Instruction Department Updates

Benchmark Assessment- September Results

CCS Comparison 2019 v. 2020

CCS San Diego Math

Percent of scholars +/- Grade Level



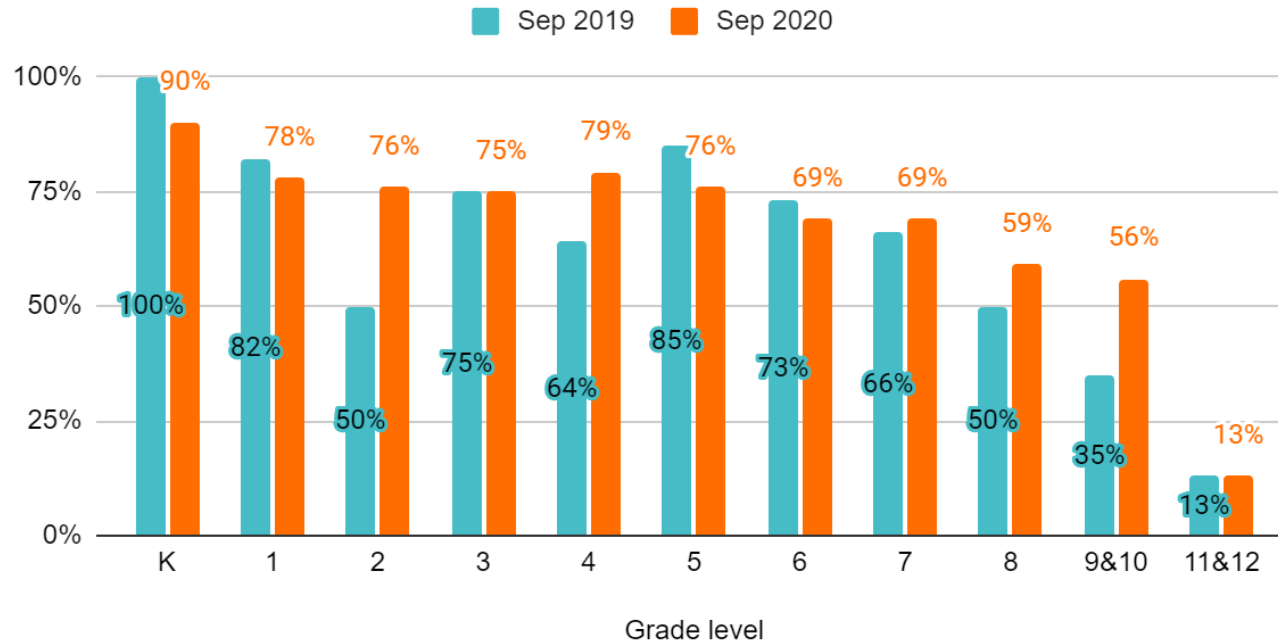


Curriculum & Instruction Department Updates

Benchmark Assessment- September Results CCS Comparison 2019 v. 2020

CCS Yolo Reading

Percent of scholars +/- Grade Level





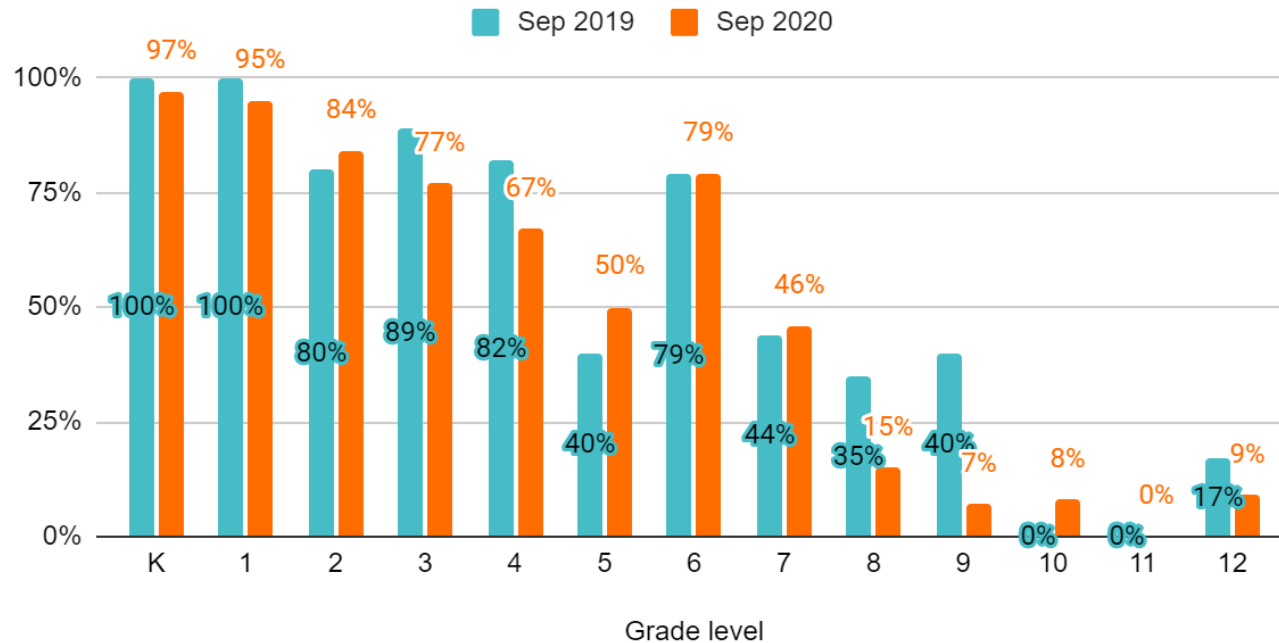
Curriculum & Instruction Department Updates

Benchmark Assessment- September Results

CCS Comparison 2019 v. 2020

CCS Yolo Math

Percent of scholars +/- Grade Level



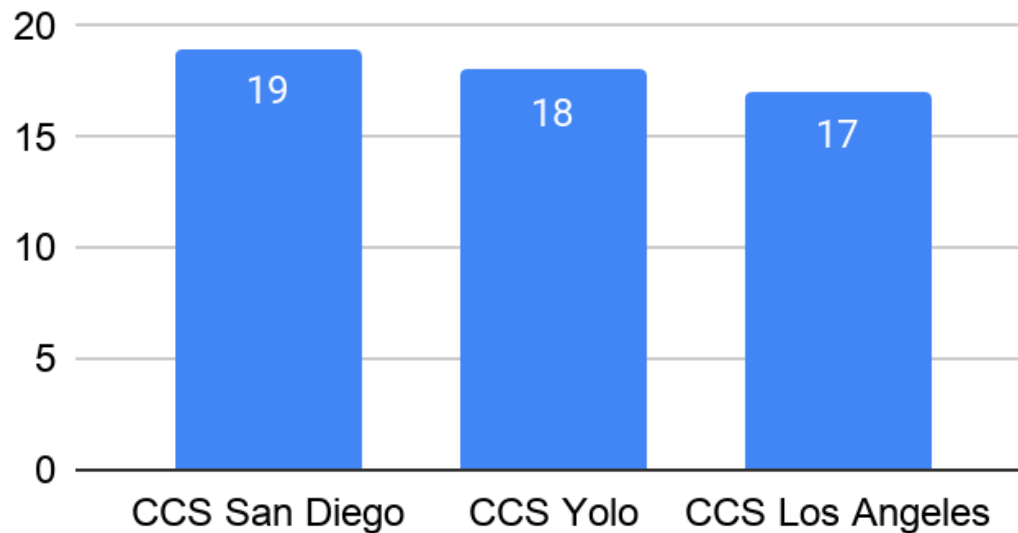


Curriculum & Instruction Department Updates

Scholar Support

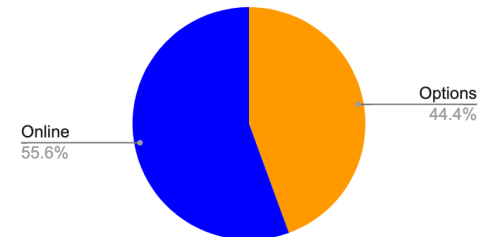
Current Total of 504 plans by Charter

504 Plan: Count by CCS School



Total 504 Plans: 54

504 Plan: Count by CCS Program



**as of November 12, 2020*

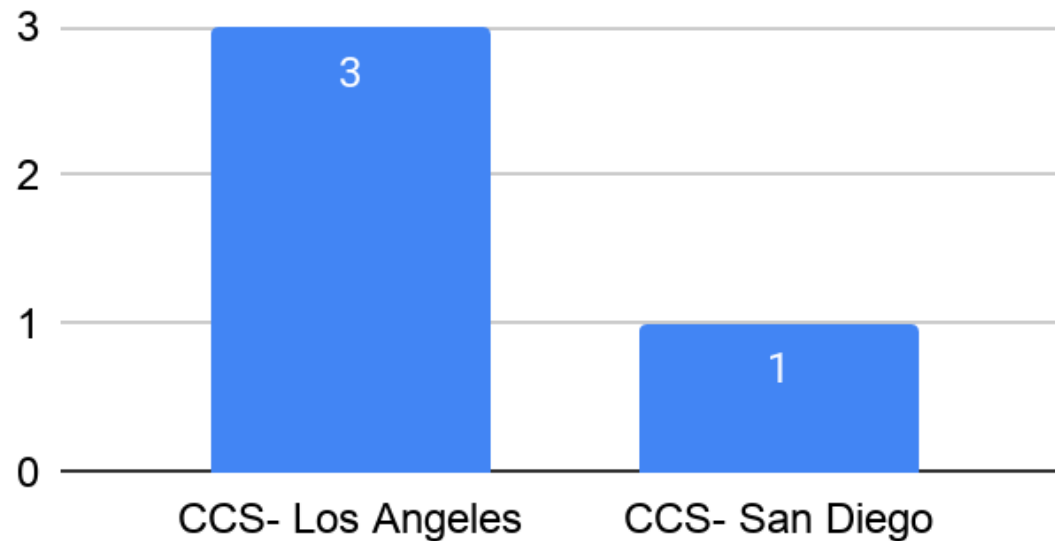


Curriculum & Instruction Department Updates

Scholar Support

Number of 504s Referrals by Charter

Referrals by School



**as of November 12, 2020*

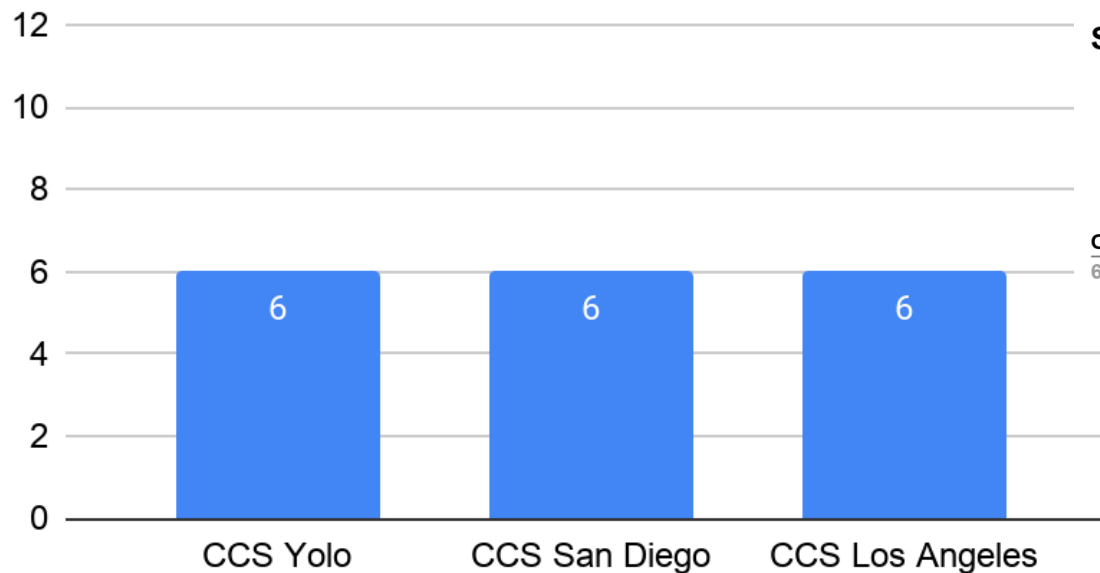


Curriculum & Instruction Department Updates

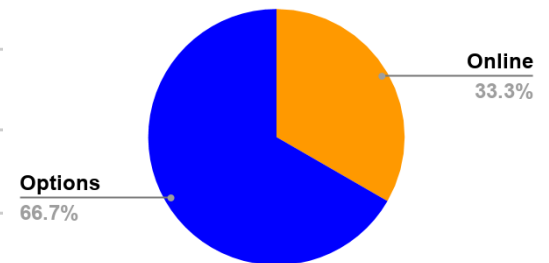
Scholar Support

Number of SST Referrals by Charter

SST Referrals: Count by Charter



SST Referrals: Count by Program



as of November 12, 2020



Curriculum & Instruction Department Updates

Scholar Success- Subscription accounts

Vendor	# of scholars signed up
Adventure to Learning	School Wide Access
BrainPOP	471
CTC Math	492
Discovery ED	558
Go Noodle	332
Reading A-Z	374
Starfall	344
Sumdog	536
Tales2GO	400
TYPE-Tastic	599

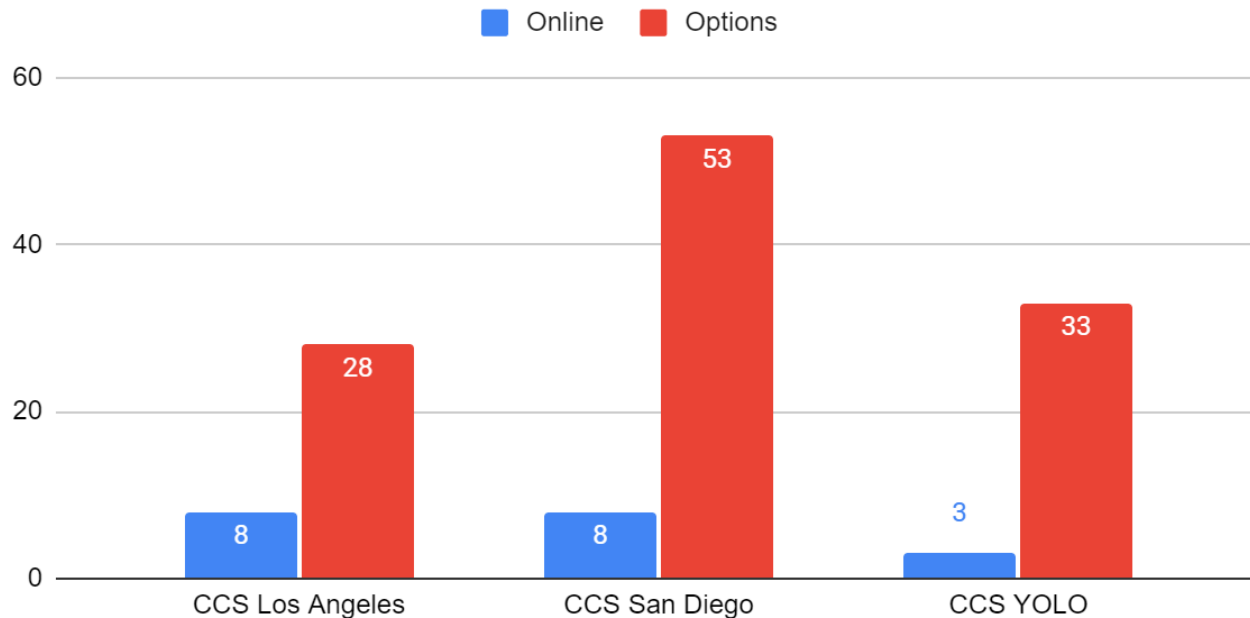
**as of November 12, 2020*



Curriculum & Instruction Department Updates

Scholar Success Updates- MTSS Scholars Invited to Tutoring

Invited to Tutoring K-5 Reading



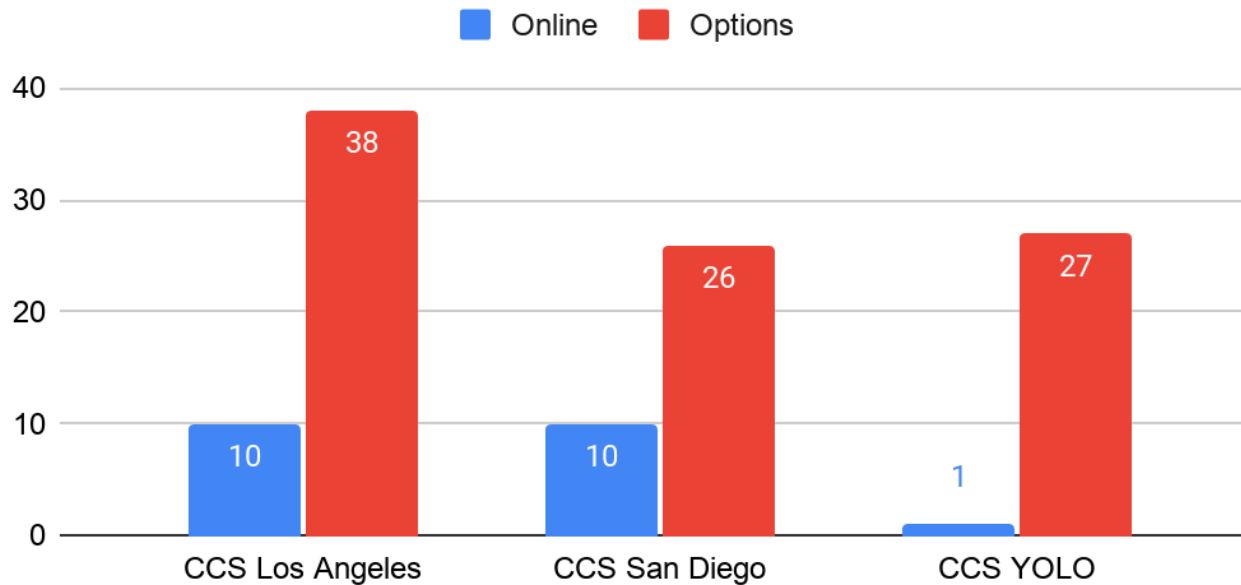
Invited to Tutoring K-5 Reading



Curriculum & Instruction Department Updates

Scholar Success Updates- MTSS Scholars Invited to Tutoring

Invited to Tutoring K-5 Math



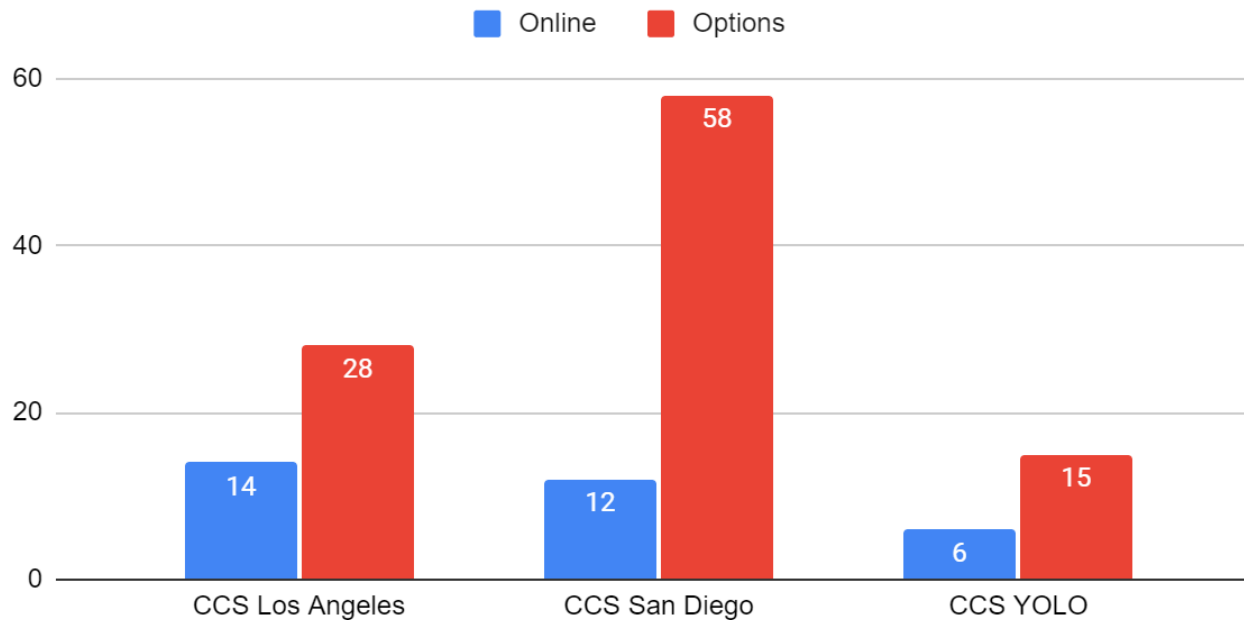
Invited to Tutoring K-5 Math



Curriculum & Instruction Department Updates

Scholar Success Updates- MTSS Scholars Invited to Tutoring

Invited to Tutoring 6-8 Reading



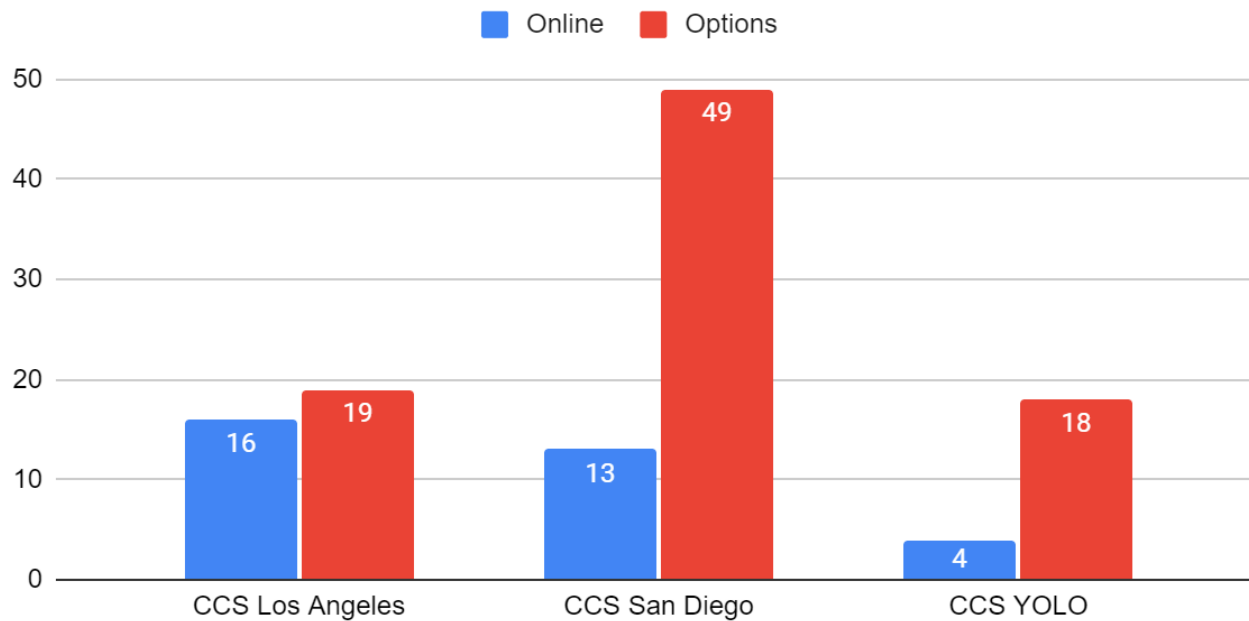
Invited to Tutoring 6-8 Reading



Curriculum & Instruction Department Updates

Scholar Success Updates- MTSS Scholars Invited to Tutoring

Invited to Tutoring 6-8 Math



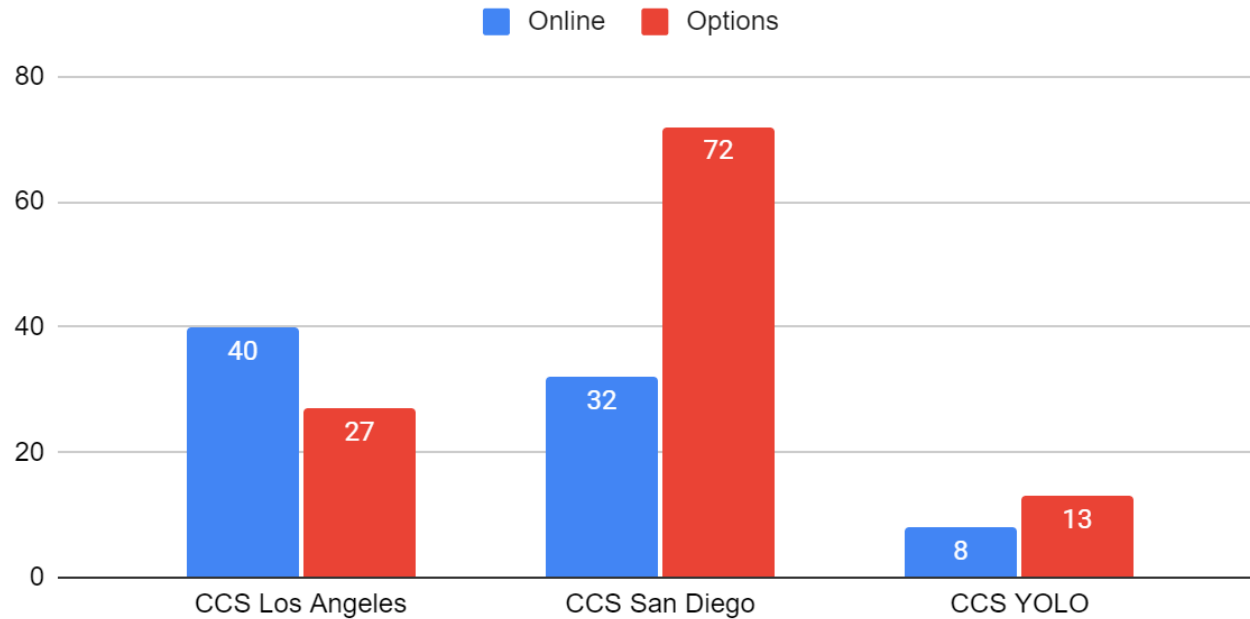
Invited to Tutoring 6-8 Math



Curriculum & Instruction Department Updates

Scholar Success Updates- MTSS Scholars Invited to Tutoring

Invited to Tutoring 9-12 Reading



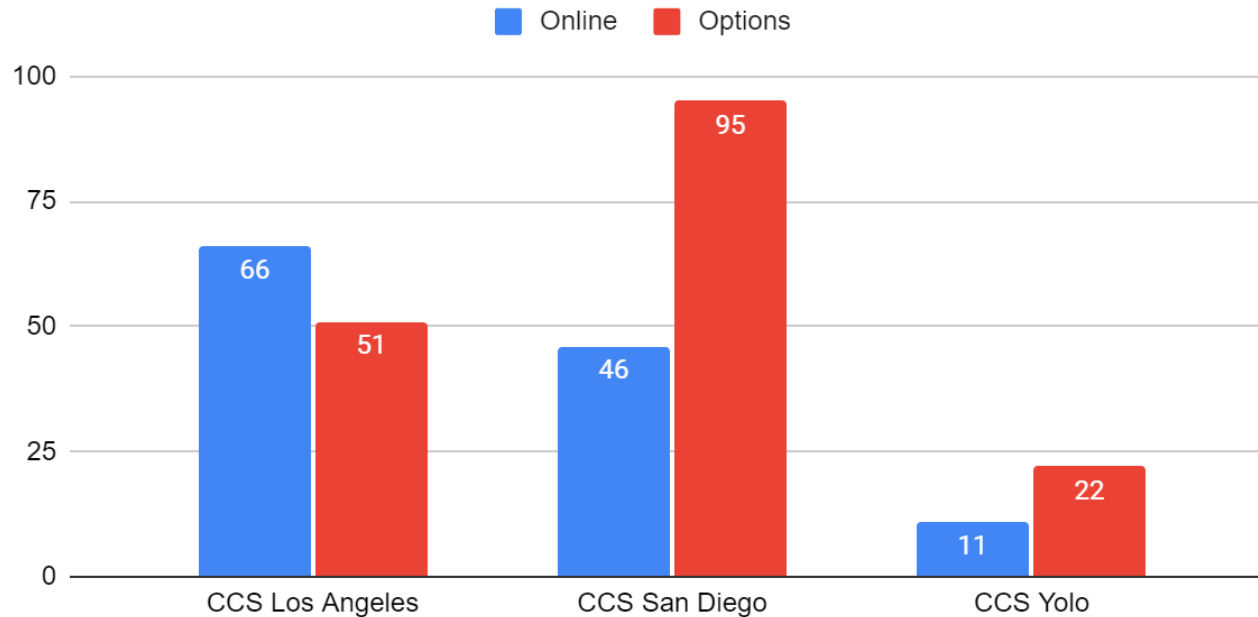
Invited to Tutoring 9-12 Reading



Curriculum & Instruction Department Updates

Scholar Success Updates- MTSS Scholars Invited to Tutoring

Invited to Tutoring 9-12 Math



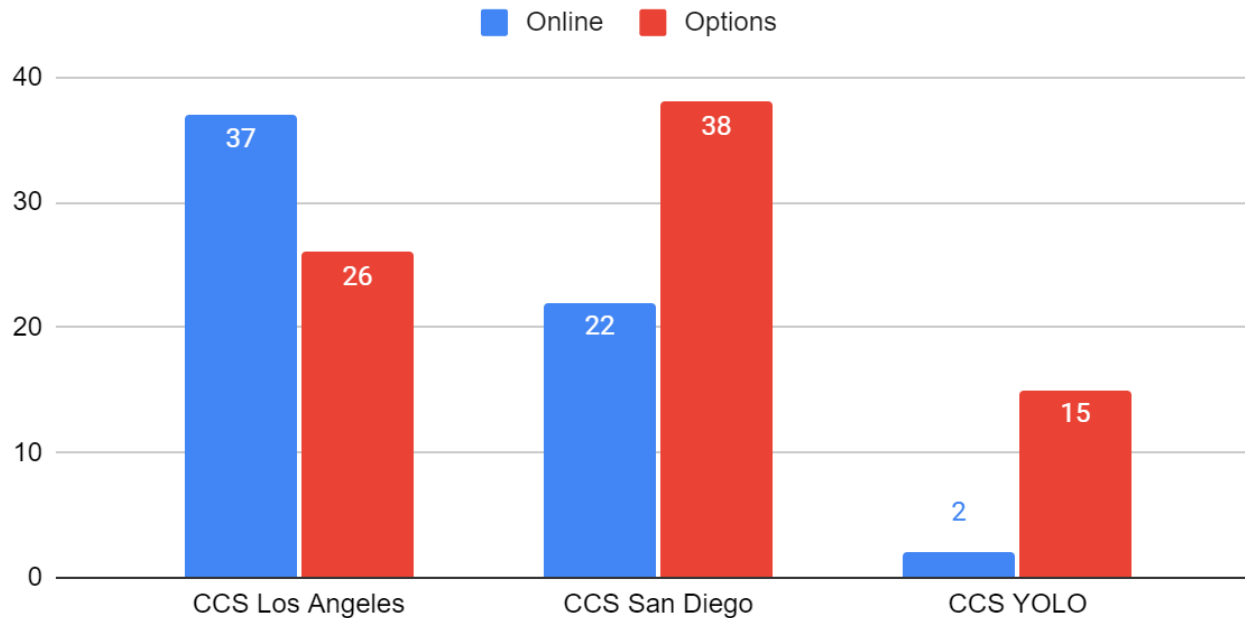
Invited to Tutoring 9-12 Math



Curriculum & Instruction Department Updates

Scholar Success Updates- ASIT Recommendations LP2

ASIT Teacher Referrals LP2



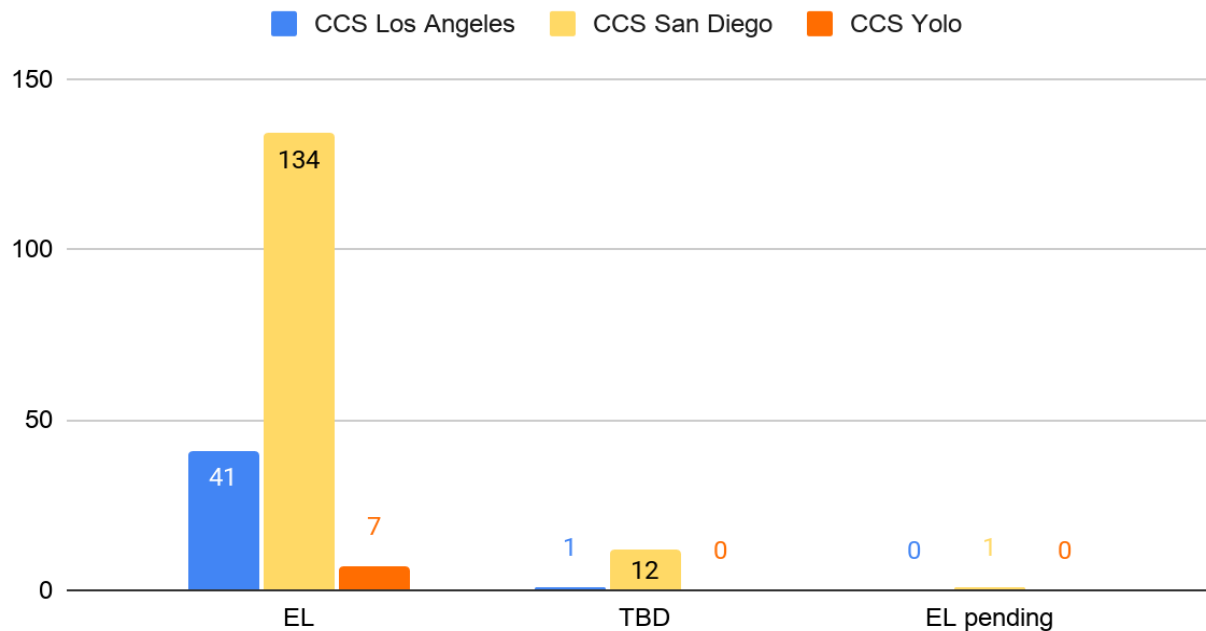
ASIT Referrals LP2



Curriculum & Instruction Department Updates

English Learner (EL) Department- Number of EL Scholars by Charter

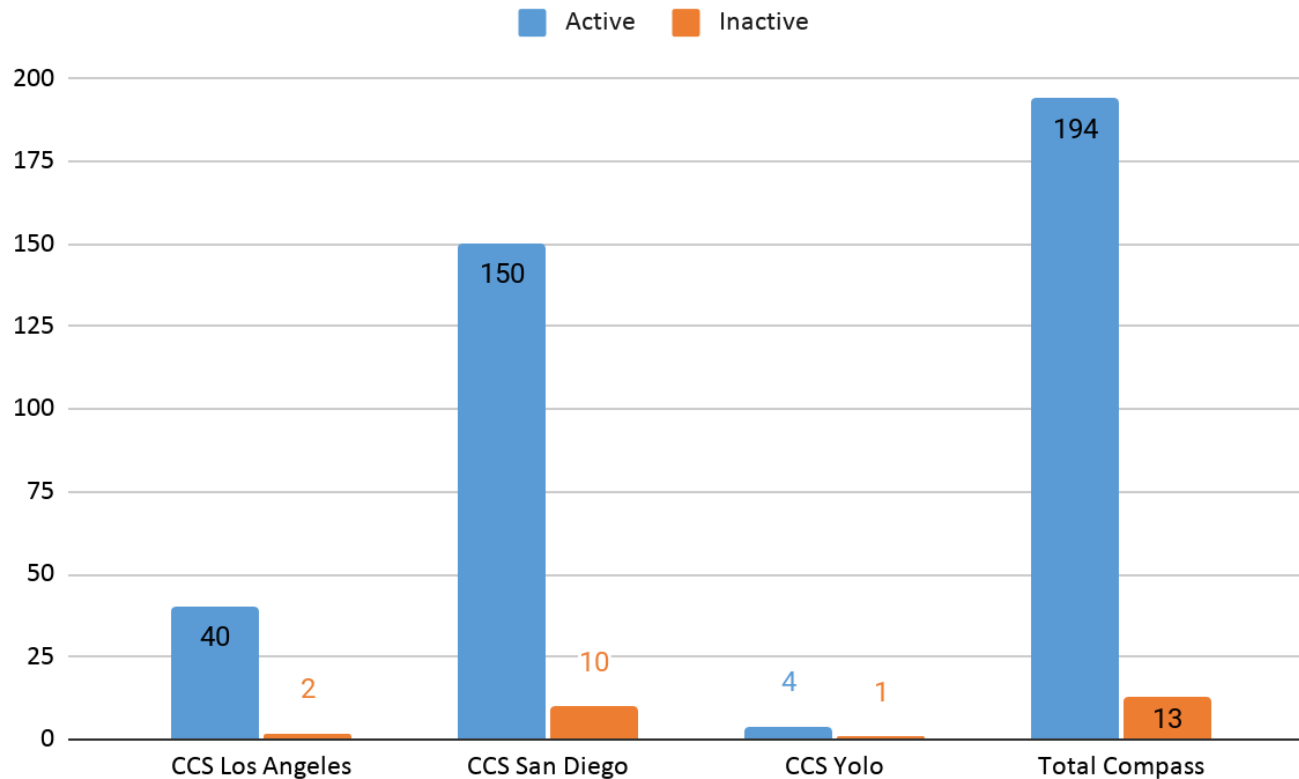
English Learner Counts



**as of November 10, 2020*

Curriculum & Instruction Department Updates

ELD Curriculum Use - Active/Inactive in Lexia, Scholars by Charter



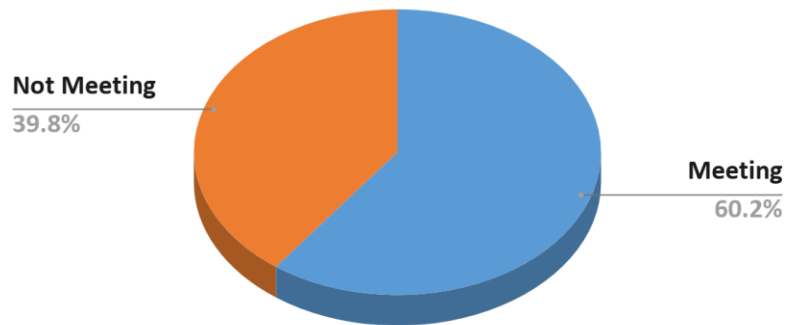
**as of October 31, 2020*



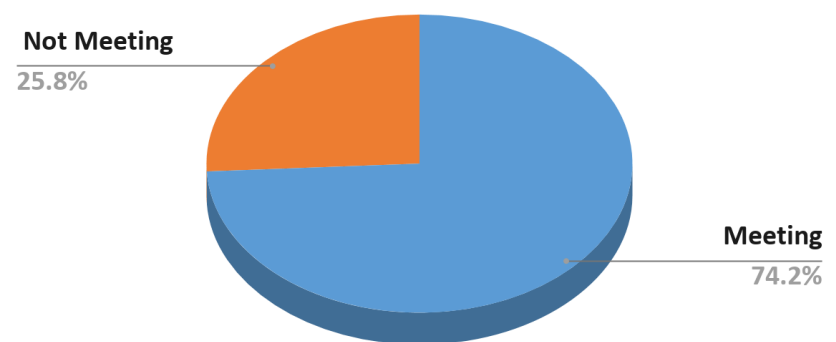
Curriculum & Instruction Department Updates

Scholar Progress in Meeting Minimum Usage (207 scholars as of 10/31/20)

September 30, 2020



October 31, 2020



Minimum Lexia time usage of 50% in order to Pass ELD Course



Curriculum & Instruction Department Updates

ELD Curriculum Usage 10/31/20 Updates- Core5 (TK-5)

Grade	Students Enrolled	Students with Usage	Students Meeting Usage	% Students Meeting Usage*
Core5	72	68	64	89
PreK	6	4	4	67
K	5	5	5	100
1st Grade	14	14	13	93
2nd Grade	7	6	6	86
3rd Grade	14	13	12	86
4th Grade	16	16	14	88
5th Grade	10	10	10	100

Minimum Lexia time usage of 50% in order to Pass ELD Course





Curriculum & Instruction Department Updates

ELD Curriculum Usage 10/31/20 Updates- PowerUp (6-12)

Grade	Students Enrolled	Students with Usage	Students Meeting Usage	% Students Meeting Usage
PowerUp	135	126	91	67
6th Grade	18	16	12	67
7th Grade	18	18	13	72
8th Grade	23	21	17	74
9th Grade	19	18	14	74
10th Grade	10	8	4	40
11th Grade	29	28	19	66
12th Grade	18	17	12	67

Minimum Lexia time usage of 50% in order to Pass ELD Course





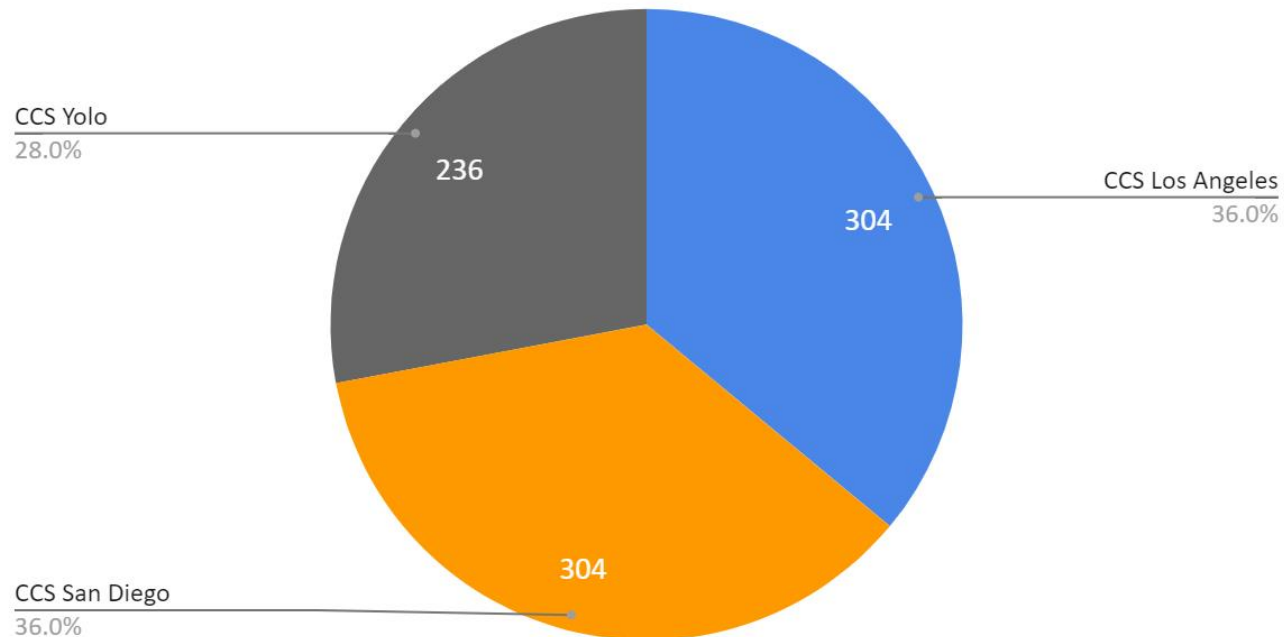
Engagement Department Updates

December & January Virtual Scholar Workshops		
MoxieBox	Support Apps for Remote Learning (6-12)	A Visit from the Author: The Colorado Curveball
Marine Science Institute	Getty Center Visit	Garner Holt Productions: Part 1, 2, 3 & 4
Inauguration Watch Party	STEAM Field Trip in a Box	2021 Vision Board: Goal Setting for the New Year



Engagement Department Updates

of all VSW registrations received between 9/17/2020 & 11/12/2020
(Total Scholars)





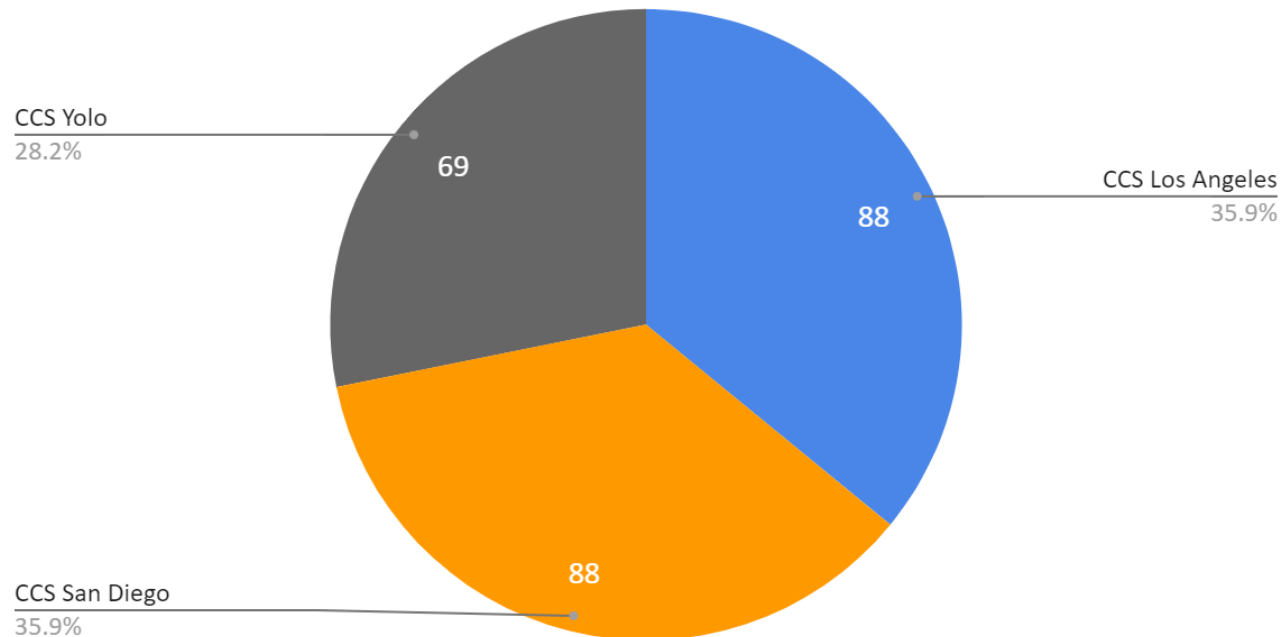
Engagement Department Updates

2020-21 Scholar Clubs		
Adulting 101	Gardening Club	Performing Arts Club - Middle & High School
Arts & Crafts Club (Elementary)	Geography Bee Club	Photo Club
Arts & Crafts Club (MS & HS)	Genders & Sexualities Alliance	Pickleball Club
Awesome Elementary Artist's Club	LEGO Club	Scholar Leadership Council
Book Club	Minecraft Club	STEAM Challenge Club
Chess Club	Music Club	Science Fair Club
Computer Code Club	NHS	Virtual Field Trips Club
Cooking Club (Elementary)	Peer Mentoring Club	We Dine Together
Cooking Club (MS & HS)		



Engagement Department Updates

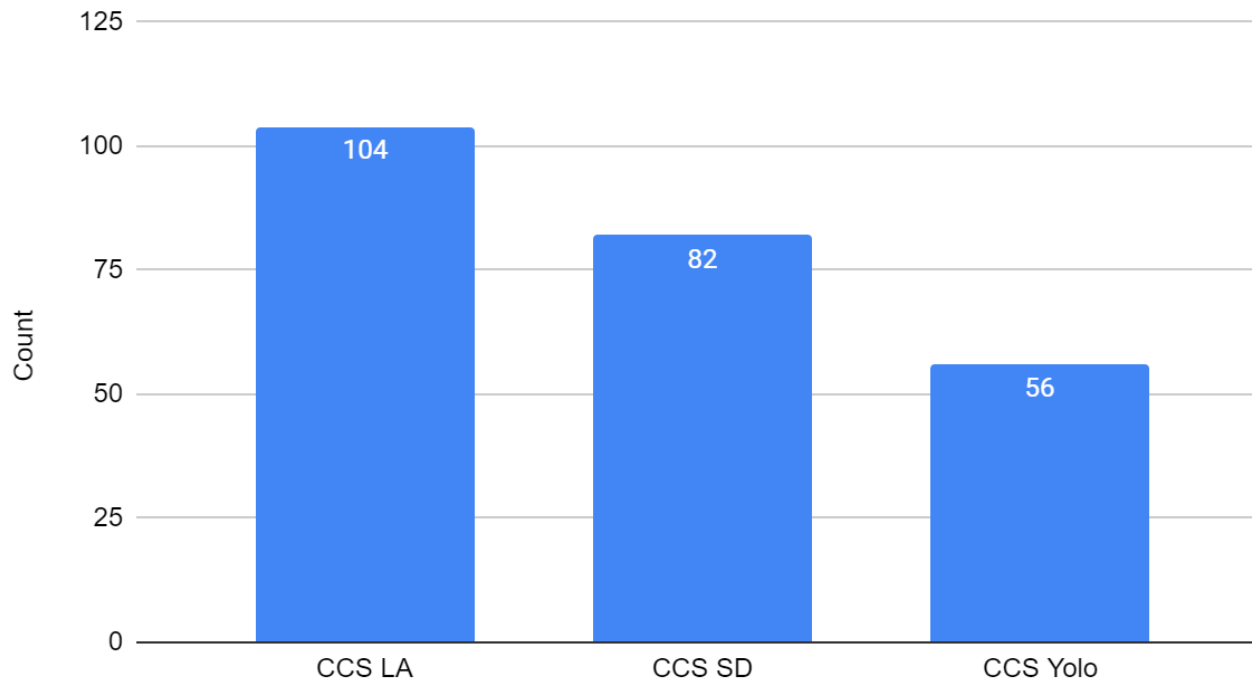
of Scholar Clubs registrations received after Fall 2020 Scholar Club Rush





Special Education Department

Scholars With IEPs by School

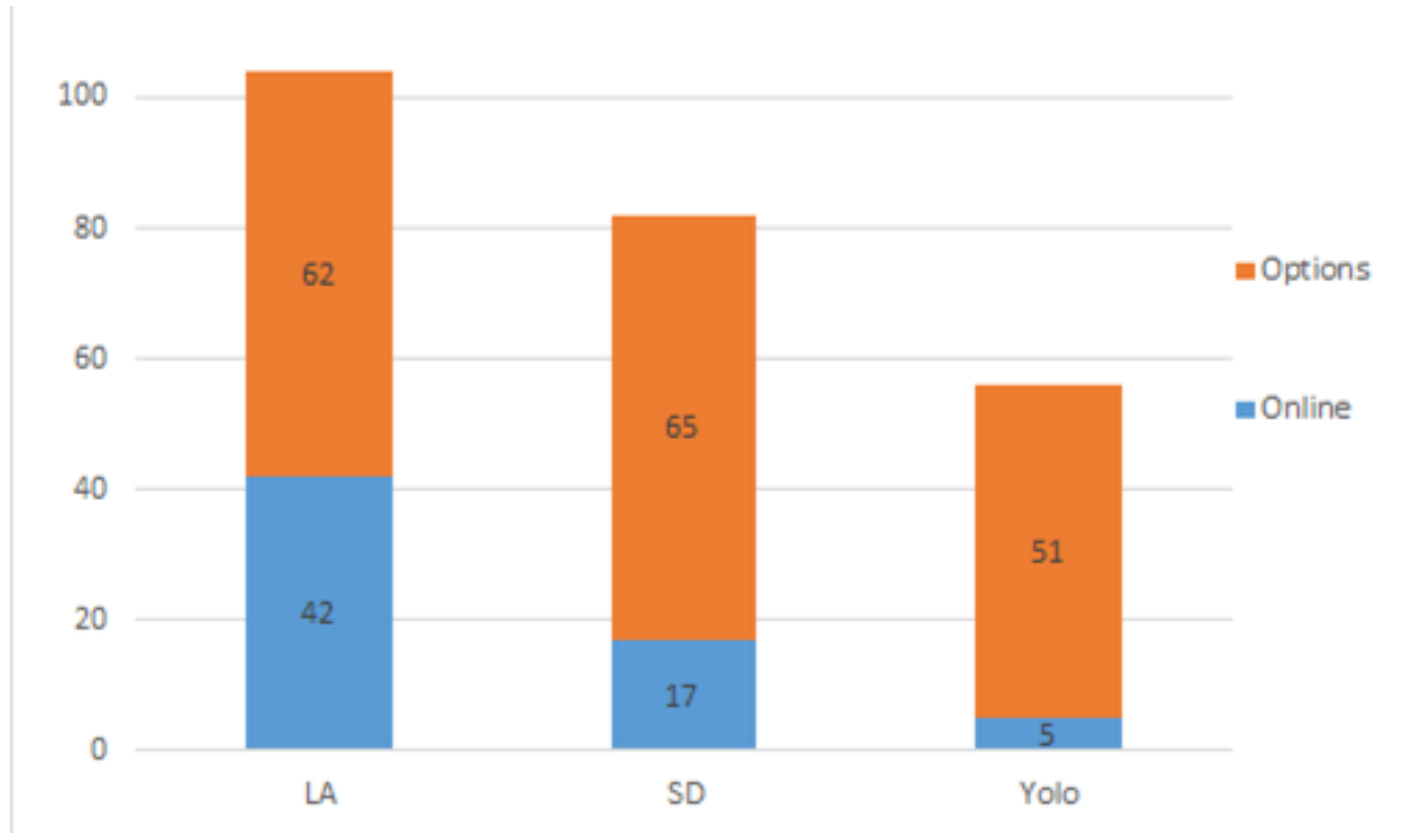


Total SPED Scholars as of 11/12/2020: 242



Special Education Department

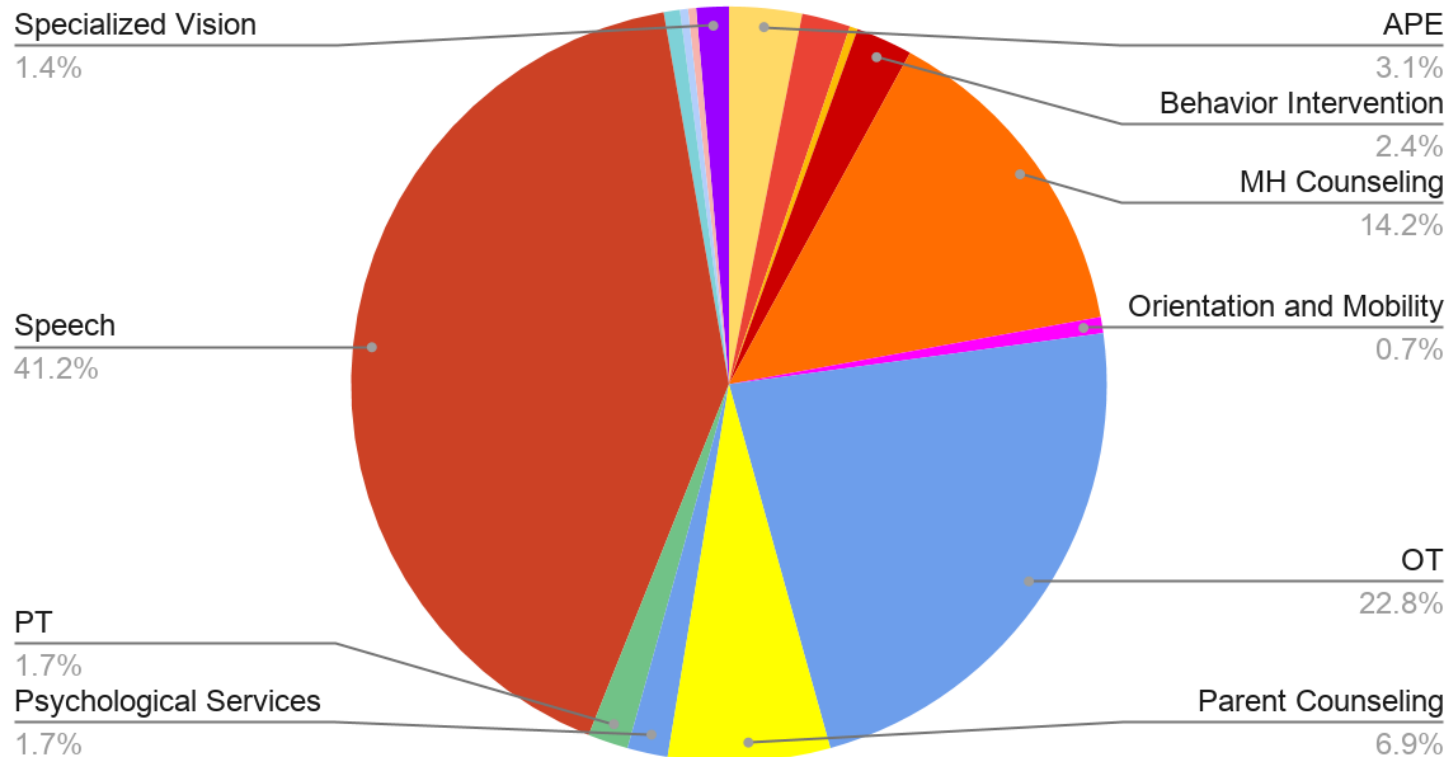
Scholars by Program





Special Education Department

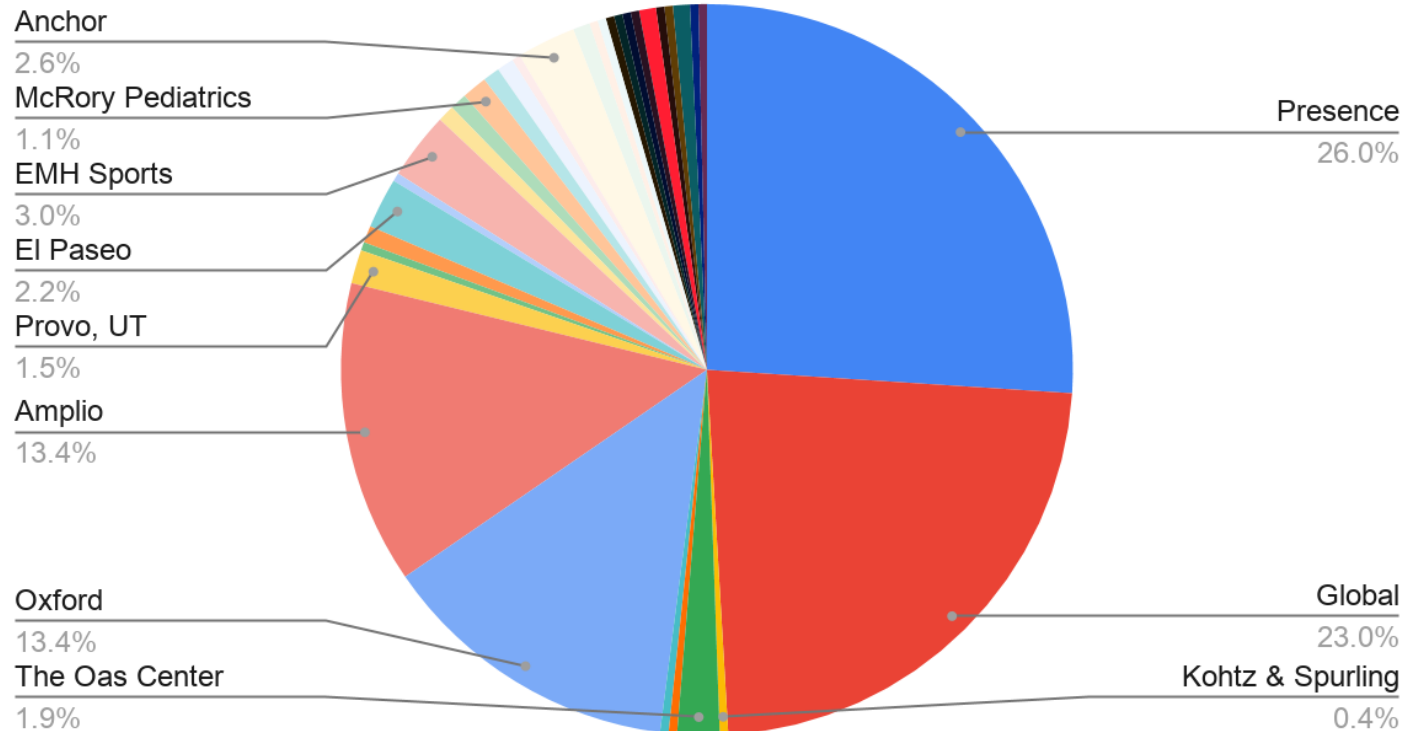
DIS Services Provided





Special Education Department

DIS Providers





Charter Updates – Los Angeles

PLC Topics:

- At-risk scholars, Tier 1 interventions via PBIS and RTI
- Quality work samples to increase scholar achievement
- Asynchronous recordings and norms / Zoom best practices
- Using AVID strategies to enhance instruction/asynchronous recordings
- Best practices (based on reported trends from the team):
 - Supporting learning coaches through connection meetings
 - Providing academic feedback to learning coaches
 - Utilizing the Personalized Learning Plan
 - Understanding the scholar grade book for Accelerate education
- AVID: now what, so what?
- WiG discussion



Charter Updates - San Diego

PLC Topics:

- At-risk scholars, Tier 1 interventions via PBIS and RTI
- Quality work sample discussion and attendance Q&A
 - Using Personalized Learning Plan (PLP) to increase scholar engagement
- Asynchronous recordings and norms / Zoom best practices
- Using AVID strategies to enhance instruction
 - Ebinder
 - Note taking
 - Showcasing scholar work
 - Goal Setting
 - Organizational Strategies
- Best practices: shared scholar information (similar trends)
- AVID: now what, so what?
- WiG discussion



Charter Updates - Yolo

PLC Topics:

- At-risk scholars discussions
 - Tier 1 interventions via PBIS and RTI
 - MTSS & SST process and procedures
- PTC conferences
- Elementary grading
- Work samples to identify learning gaps and to increase scholar achievement
- Asynchronous recordings and norms / Zoom best practices
- Using AVID strategies to enhance instruction/asynchronous recordings
- Best practices (based on reported trends from the team):
 - Supporting learning coaches through connection meetings
 - Providing academic feedback to learning coaches
 - Utilizing the Personalized Learning Plan
 - Understanding the scholar grade book for Accelerate education
- AVID: now what, so what?
- WIG Lead Measures discussion



Questions?



Contact:

Aviva Ebner, Ph.D. | Assistant Superintendent & Chief Academic Officer
(805) 358-4381

aebner@compasscharters.org

[@aviva_ebner](#)



Coversheet

Financial Services Update

Section: XI. Financial Services
Item: A. Financial Services Update
Purpose: FYI
Submitted by: Lisa Fishman
Related Material: Financial Services Division Board Report - November 2020.pdf

RECOMMENDATION:
N/A - For Discussion Only



COMPASS
CHARTER SCHOOLS



Financial Services Division November 2020 Update

(855) 937- 4227

CompassCharters.org

COMPASS
CHARTER SCHOOLS



Agenda

- Mission and Vision
- Division Update
- Community Providers Department Updates
- Finance Department Updates
- Operations Department Updates
- Q & A



Our Mission and Vision

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.



How Financial Services Impacts the WIG

WIG: By focusing on Scholar engagement, 100% of eligible scholars will graduate by the end of 2020-21 academic school year

Finance & Accountability	Community Providers	Operations & Logistics
Finance will reconcile the general ledger every two weeks and evaluate the restricted fund spending to see it's on track for the proposed budget allocation. This will include LCP funds.	Ensure that we are quickly processing orders so that families have quick access to materials and services. The number of purchase orders per week matched to the % that are done correctly	Each department will quickly build knowledge and skill set with the SIS so that they can ensure their department's "relevant" info is in the SIS in a timely manner so that scholar info is accurate and usable to support scholars.



Community Providers



Jeanne Hlebo
Director of Community
Providers



Donnell Tyler
Community Providers
Coordinator



Linh Le Has
Community Providers
Coordinator



Brittany Simi
Community Specialist

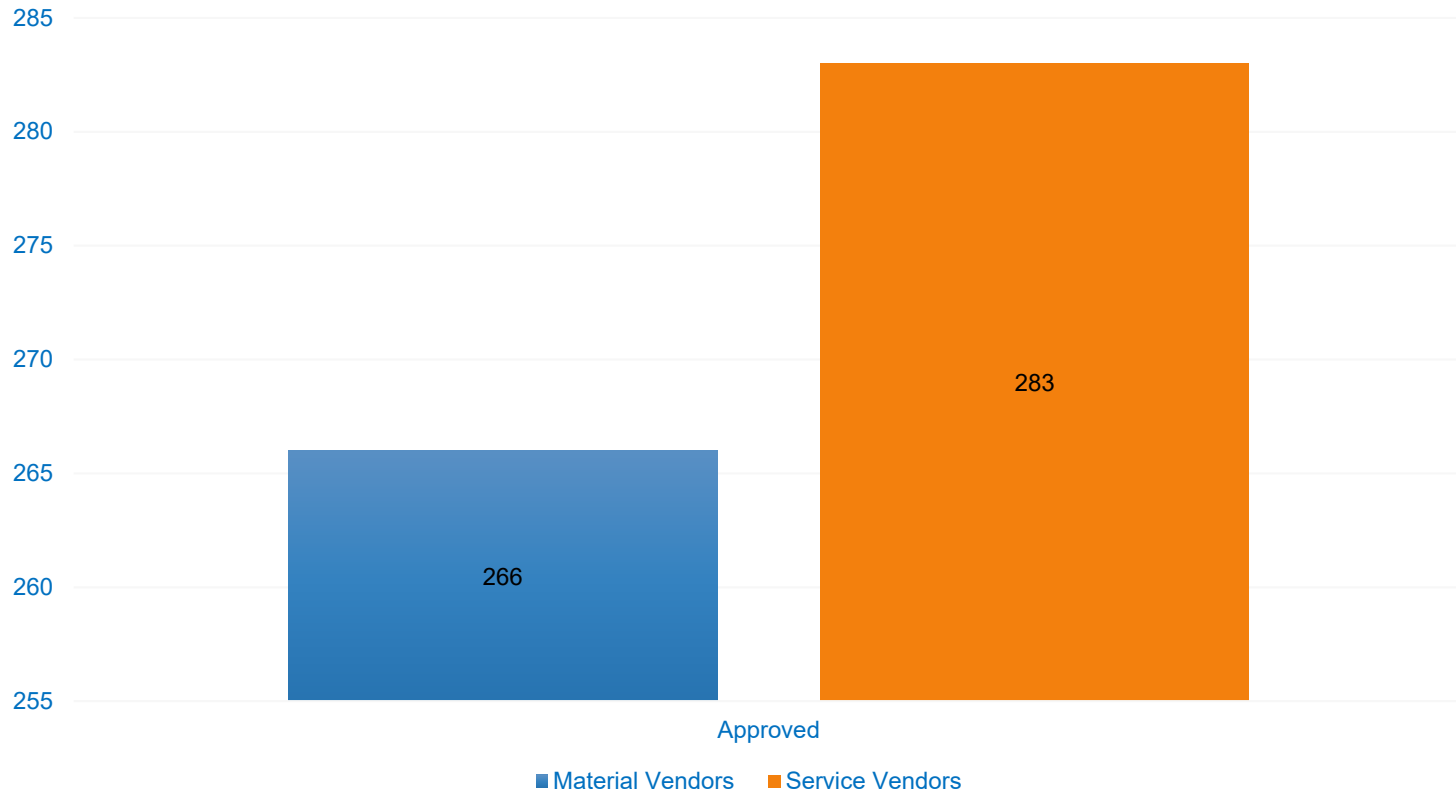


Shirley Trivino
Vendor Relations Specialist



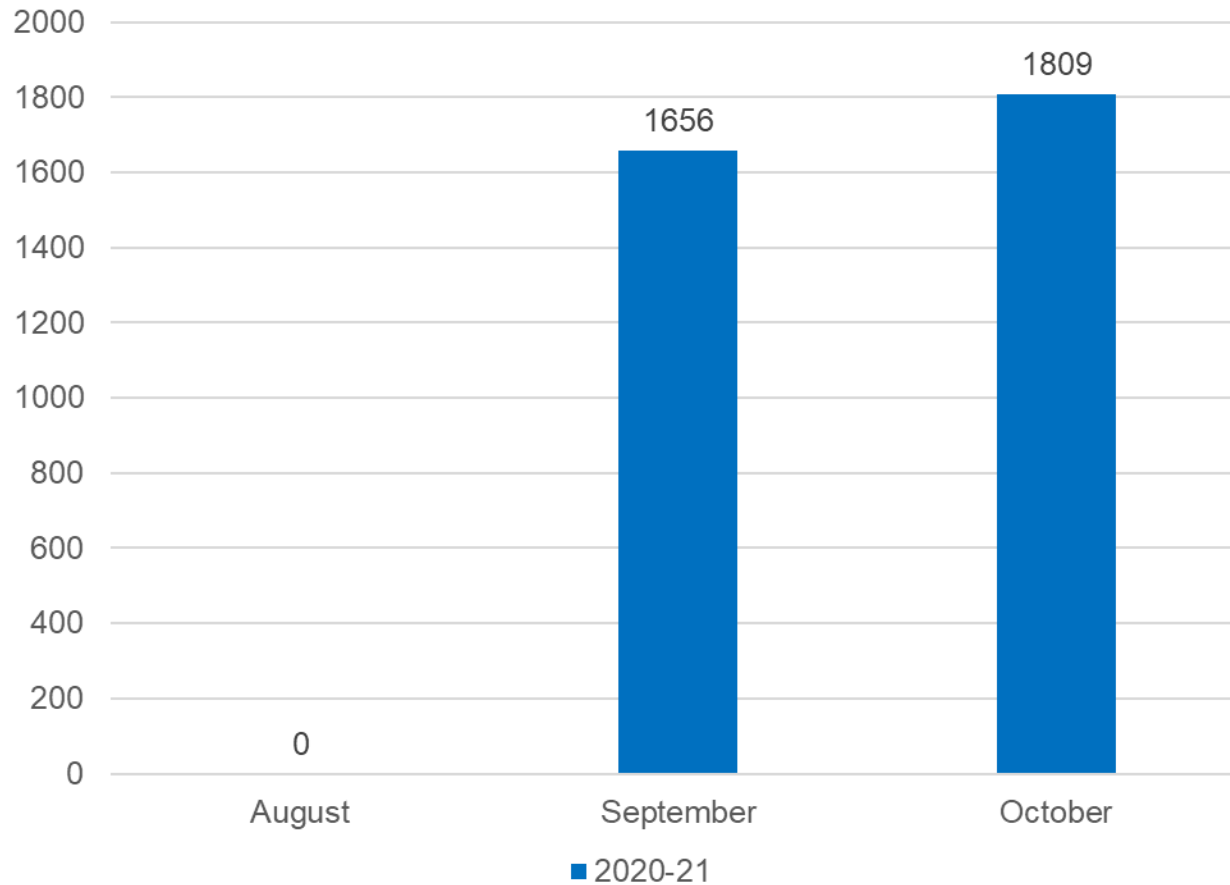


Completed Vendor Renewals



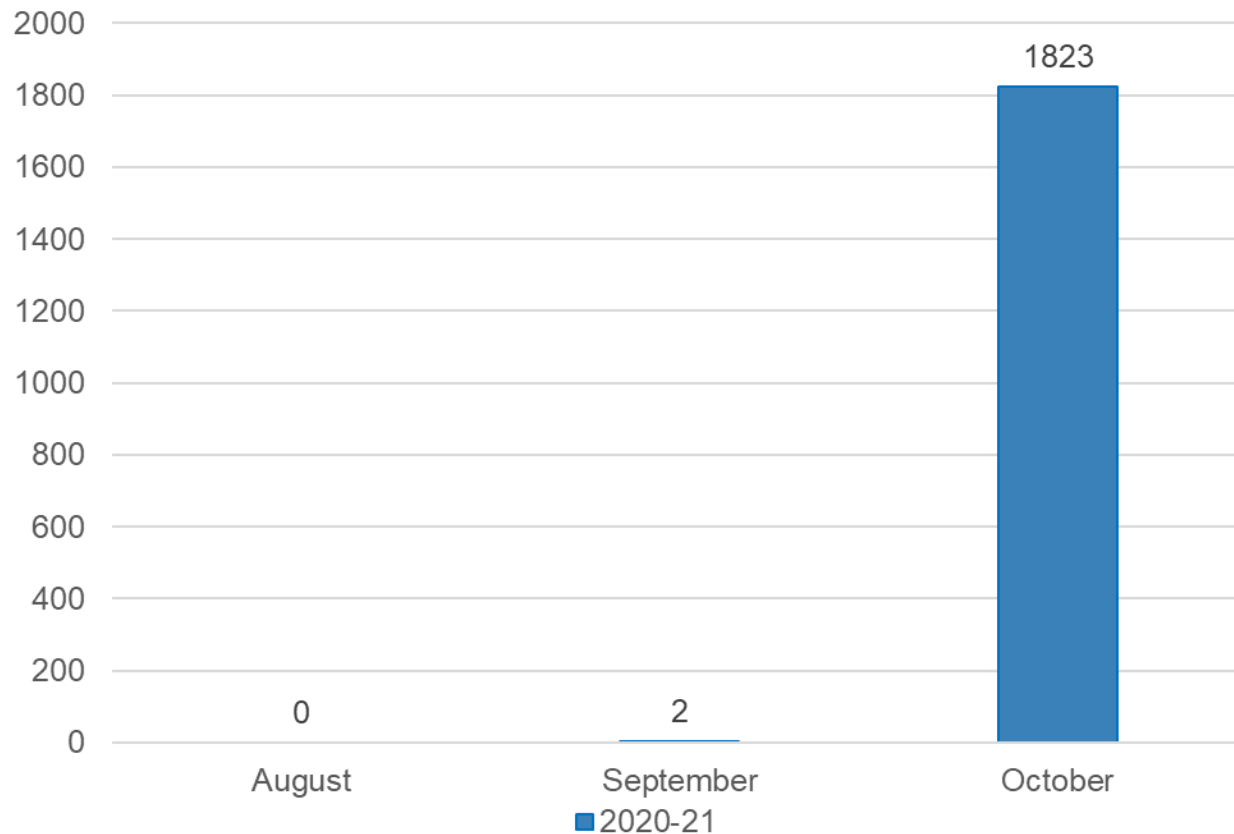


Community Providers Processed Purchase Orders





Community Providers Processed Invoices





Finance



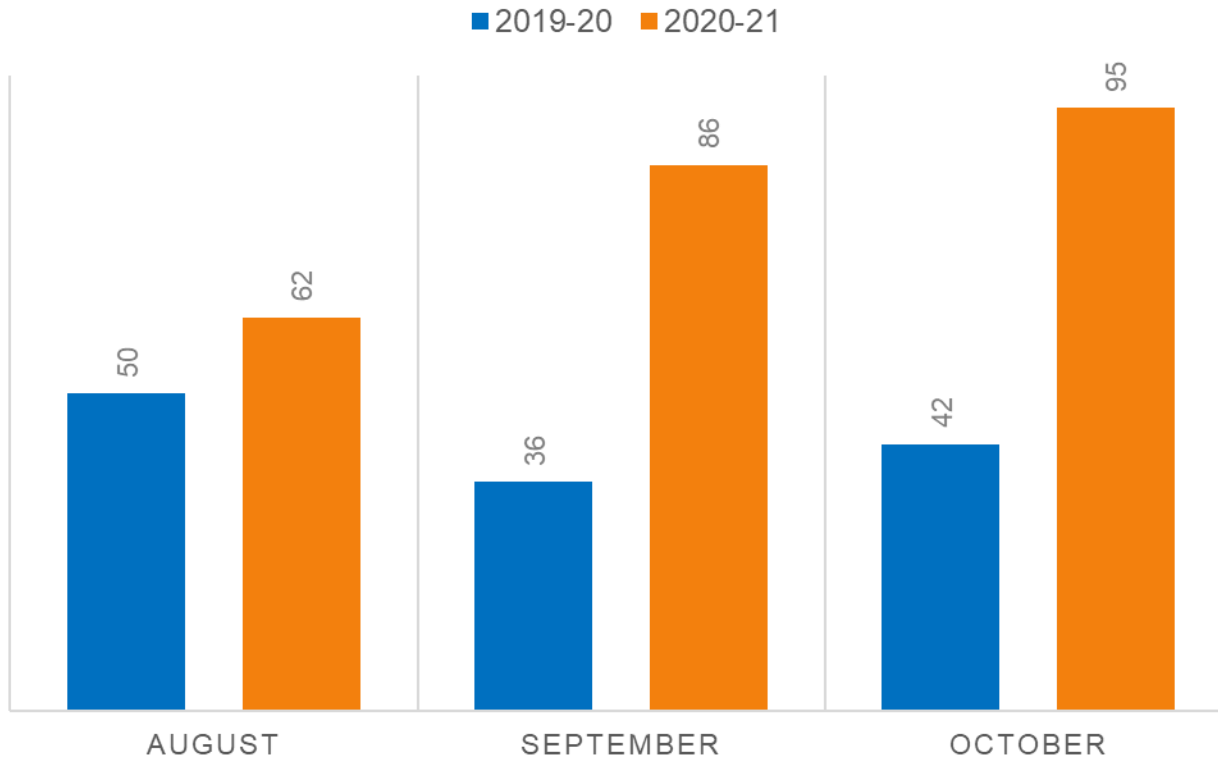
Melissa Alcaraz
Finance Coordinator



Nicole Sendejaz
Logistics Coordinator



CMO Invoices Processed





Finance and Logistics

- 🕒 Nicole Sendejaz, the CCS Logistics Coordinator continues to step up in the absence of Logistics Planning and has been working with the Compliance Coordinator on *Shots for Schools* and managing Mc Kinney Vento Scholars in the SIS. Nicole is will be responsible for the set up and running of the CCS Digital Lending Library, comprised of non-consumables from Options Scholars, which we anticipate to be up and running for the Second Semester.
- 🕒 Melissa Alcaraz, the CCS Finance Coordinators primary focus is the processing of invoices, reconciliations, GL reviews. Melissa continues to grow in her role though her continued training in fiscal areas. Melissa is also partnered with the Accountability Coordinator to manage and monitor all Corona Relief Funds CCS has received including the Learning Loss Mitigation Funds that must be obligated by December 30, 2020.



Operations



Danielle Gamez
Director of
Operations



Nora Barnhart
Attendance
Coordinator



Vanessa Plascencia
Compliance Coordinator



Oscar De Jesus
Accountability
Coordinator



Karla Gonzalez
Registrar

Registration Team



Arianne Machgan
Records Specialist



Silvia Neri
Records Specialist



Corey Figueroa
Enrollment Specialist



Dario Eminente
Enrollment Specialist



Eli Berdugo
Enrollment Specialist



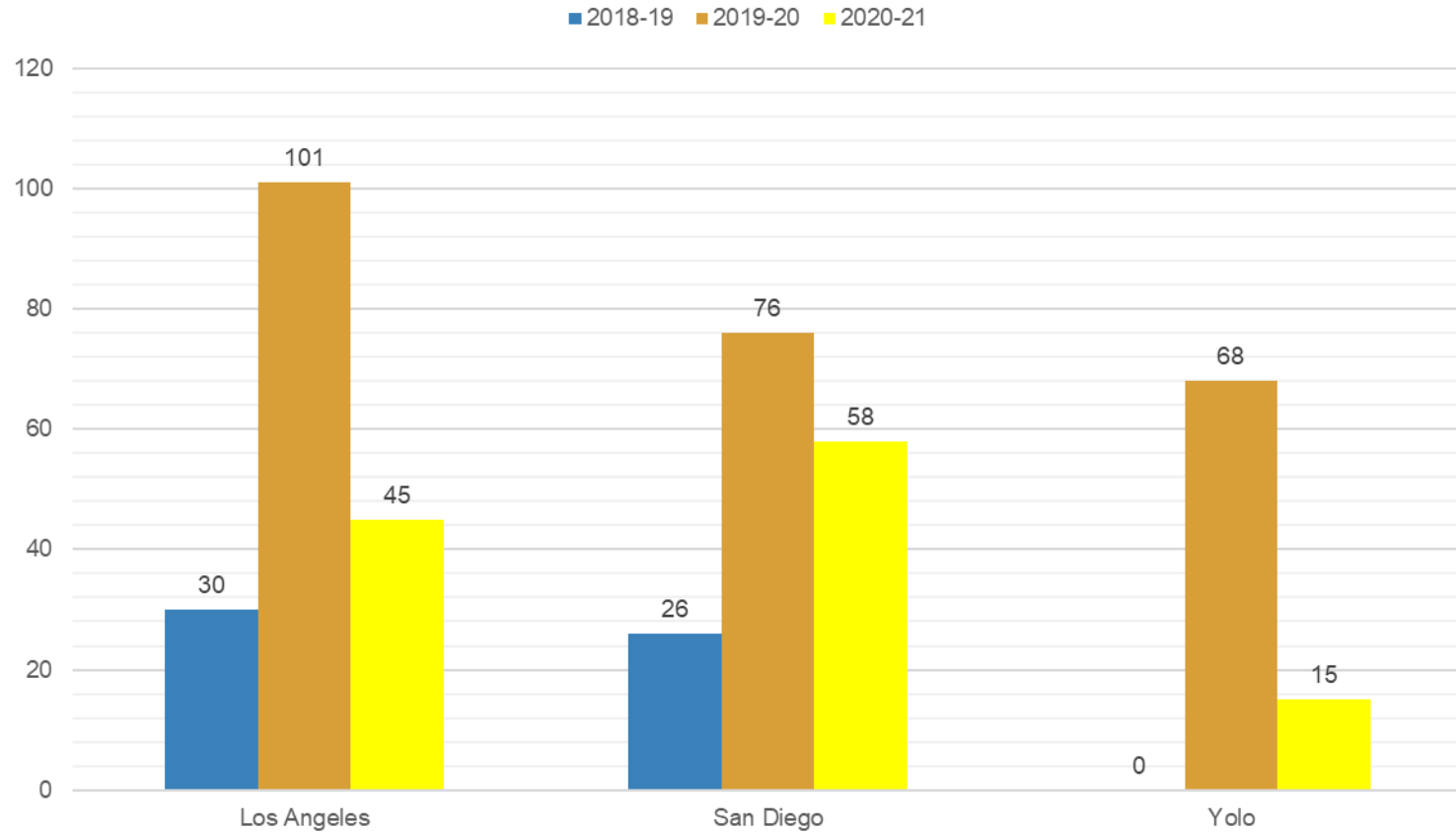


Operations Department Update

- 🕒 We are excited to Welcome Danielle Gamez as the new Director of Operations! Danielle has been with CCS about 5 weeks and has been training on all things Compass. Danielle brings extensive knowledge and experience and has already made a huge impact with her team.
- 🕒 Compliance – Vanessa Plascencia, the CCS Compliance Coordinator has begun preparation for the CALPADS Fall Certification which is due December 18th, working as the CCS McKinney Vento Liaison she is seeing an increase in MV scholars due to COVID 19 and in collaboration with Danielle Gamez is developing a plan so that CCS can best serve these scholars.
- 🕒 Attendance – Nora Barnhart, the CCS Attendance Coordinator is continuing to provide Attendance Tracking training and support to the Scholar Support Technicians and Supervising Teachers providing everyone with the tools and knowledge to ensure accurate reporting.



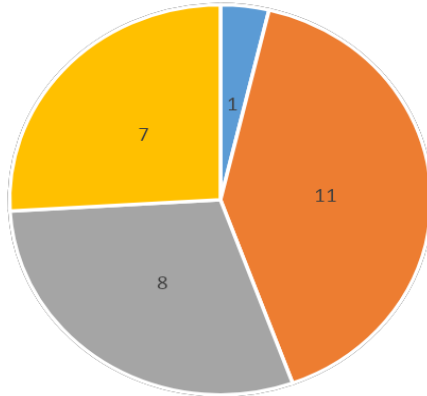
Withdrawals By Charter





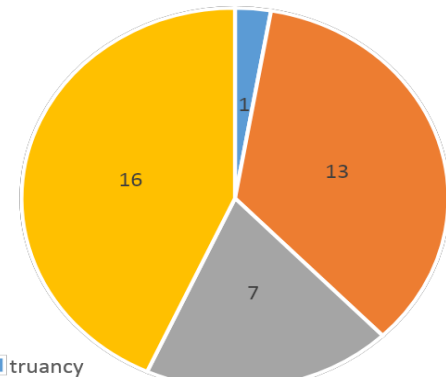
Withdrawal Trends

2018-19



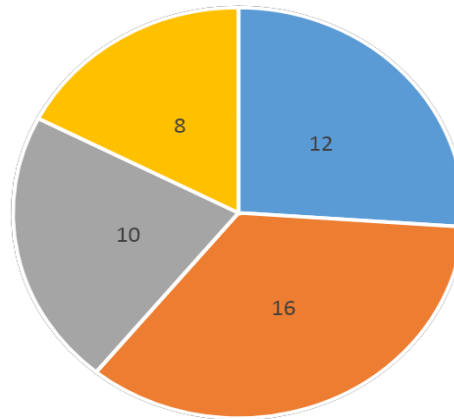
■ truancy
■ family/personal circumstances
■ moved out of state
■ online schooling is not a fit

2019-20



■ truancy
■ family/personal circumstances
■ moved out of state
■ online schooling is not a fit

2020-21



■ truancy
■ family/personal circumstances
■ moved out of state
■ online schooling is not a fit



Questions?



Contact:

Lisa Fishman | Chief Financial Officer
(818) 732-4692

lfishman@compasscharters.org
[@CCSCFO](#)



Coversheet

Review and Approval of the October 2020 Financial Statements

Section: XI. Financial Services
Item: B. Review and Approval of the October 2020 Financial Statements
Purpose: Vote
Submitted by: Lisa Fishman
Related Material: C CCS - BS - Oct 20.pdf
B Charter Vision Board Report.pdf
D CCS - PL - Oct 20.pdf
A FY21 Finance Update Presentation - December 2020 Update.pdf

RECOMMENDATION:
A motion to approve the October 2020 Financial Statements.

Compass Charter Schools

October 2020

Group Description	Account	Account Description	
Liquidity Ratio			12.1
Assets			
Current Assets			
Cash	9120-010	Cash in Bank(s) - Chase Account	\$2,945,092
Cash	9121-010	California Credit Union - Checking	\$205,039
Cash	9125-020	Cash in County Treasury Account	\$5,450,588
Cash	9150-010	Investments - J.P Morgan	\$767,148
Cash	9151-010	California Credit Union - Money	\$252,371
Accounts Receivables	9200-010	Accounts Receivables	\$14,015
Accounts Receivables	9290-020	Due from Grantor Governments	\$216,099
Accounts Receivables	9290-040	Due from Grantor Governments	\$169,447
Accounts Receivables	9290-070	Due from Grantor Governments	\$135,810
Prepaid Expenses	9330-010	Prepaid Expenses	\$6,314
Total Current Assets			\$10,161,924
Fixed Assets			
Total Fixed Assets			-
Other Assets			
Security Deposits	9350-010	Security Deposits	\$5,000
Total Other Assets			\$5,000
Total Assets			\$10,166,924
Liabilities And Net Assets			
Current Liabilities			
Accounts Payable	9500-010	Accounts Payable-System	\$157,715
Accounts Payable	9590-010	Due to Grantor Governments	\$128,139
Accrued Salaries, Payroll Taxes, Postemployment Benefits	9501-010	Accrued Salaries	\$451,925
Deposits held on behalf of other employees	9661-010	Summer Holdback	\$101,225
Total Current Liabilities			\$839,003
Long Term Liabilities			
Loans Payable	9620-010	Security Deposit Payable - ILead	\$15,000
Total Long Term Liabilities			\$15,000
Total Liabilities			\$854,003
Net Assets			
Unrestricted Net Assets	9780-020-75	Temporarily Restricted Net Assets	\$6,947
Unrestricted Net Assets	9780-040-75	Temporarily Restricted Net Assets	\$33,043
Unrestricted Net Assets	9790-010	Undesignated Fund Balance	\$7,694,572
Unrestricted Net Assets	9790-020	Undesignated Fund Balance	\$561,067

Unrestricted Net Assets	9790-040	Undesignated Fund Balance	\$368,012
Unrestricted Net Assets	9790-070	Undesignated Fund Balance	\$276,731
Profit/Loss YTD			\$372,549
Total Net Assets			\$9,312,921
Total Liabilities And Net Assets			\$10,166,924

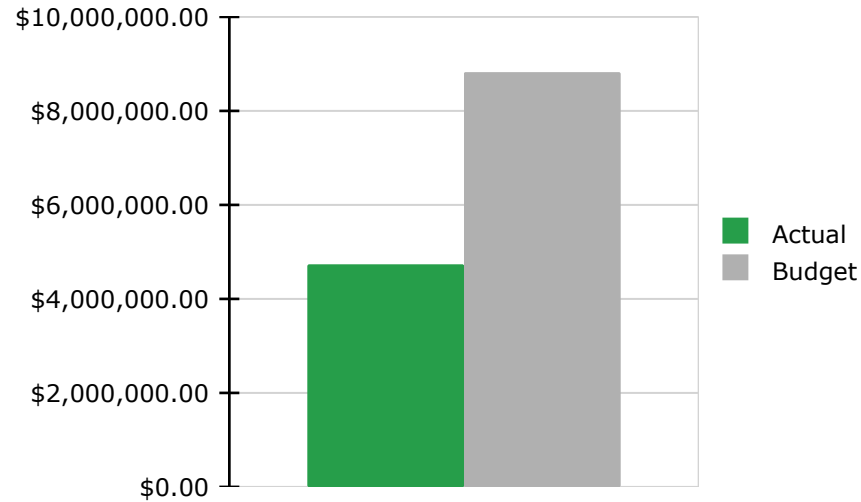
Compass Charter Schools

July 2019 - October 2019

Financial Snapshot

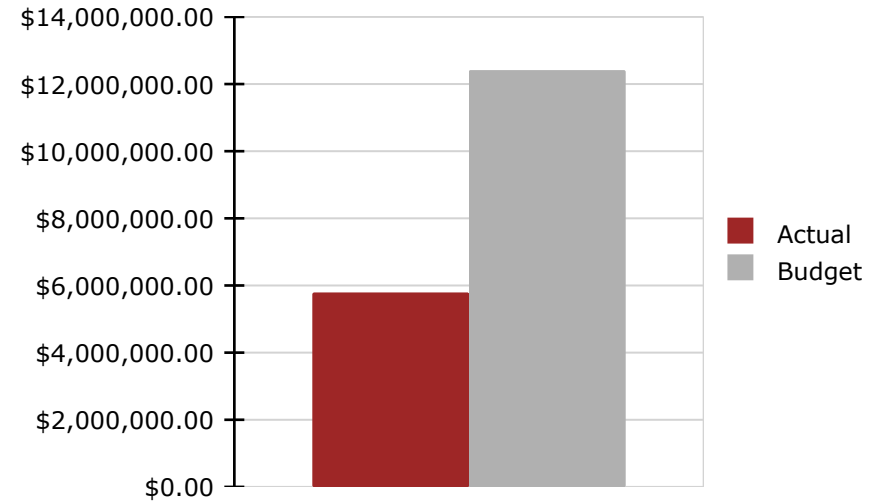
Book Balance: \$3,494,977

Revenue To Date

**Revenue Summary**

Actual	\$4,731,178
Budget	\$8,819,726
Actual to Budget	54 %

Expense To Date

**Expense Summary**

Actual	\$5,786,106
Budget	\$12,409,119
Actual to Budget	47 %

Compass Charter Schools

July 2019 - October 2019

YTD Actual to Budget Summary

Segment Name	Filter Applied
Object	All
Restriction	All
Location	All

	July - October				2019 - 2020	
Account Description	Actual	Budget	Variance \$	Variance %	Total Budget	Remaining Budget
LCFF	\$4,432,440	\$8,360,206	(\$3,927,766)	-47.0 %	\$30,345,586	\$25,913,146
Federal Revenue	\$138,915	-	\$138,915	0.0 %	\$1,143,479	\$1,004,564
Other State Revenue	\$21,220	-	\$21,220	0.0 %	\$712,130	\$690,910
Local Revenue	\$138,603	\$459,520	(\$320,917)	-69.8 %	\$1,635,271	\$1,496,668
Total Revenue	\$4,731,178	\$8,819,726	(\$4,088,548)	-46.4 %	\$33,836,466	\$29,105,288
Certificated Salaries	\$2,293,153	\$3,349,961	\$1,056,807	31.5 %	\$11,646,759	\$9,353,605
Classified Salaries	\$607,713	\$1,000,650	\$392,937	39.3 %	\$3,310,728	\$2,703,015
Employee Benefits	\$857,929	\$1,253,599	\$395,670	31.6 %	\$4,122,906	\$3,264,976
Total Personnel Expenses	\$3,758,796	\$5,604,210	\$1,845,414	32.9 %	\$19,080,393	\$15,321,597
Books and Supplies	\$1,184,544	\$5,653,236	\$4,468,691	79.0 %	\$8,735,796	\$7,551,252
Services & Other Operating Expenses	\$842,766	\$1,151,673	\$308,907	26.8 %	\$4,178,291	\$3,335,525
Capital Outlay	-	-	-	0.0 %	-	-
Other Outgo	-	-	-	0.0 %	-	-
Total Operational Expenses	\$2,027,310	\$6,804,909	\$4,777,598	70.2 %	\$12,914,087	\$10,886,776
Total Expenses	\$5,786,106	\$12,409,119	\$6,623,012	53.4 %	\$31,994,480	\$26,208,373
Net Income	(\$1,054,928)	(\$3,589,393)	\$2,534,464	70.6 %	\$1,841,987	\$2,896,915

Compass Charter Schools

July 2019 - October 2019

Balance Sheet Summary

Segment Name	Filter Applied
Object	All
Restriction	All
Location	All

Liquidity Ratio	4.8
-----------------	-----

Assets	
Current Assets	
Cash	\$3,494,977
Investments	\$1,451,526
Accounts Receivables	\$117,185
Prepaid Expenses	\$9,913
Other Current Assets	\$2,133
<i>Total Current Assets</i>	<i>\$5,075,734</i>
Fixed Assets	
<i>Total Fixed Assets</i>	<i>\$0</i>
Other Assets	
Loans Receivable	\$668,525
Security Deposits	\$5,000
<i>Total Other Assets</i>	<i>\$673,525</i>
Total Assets	\$5,749,259

Compass Charter Schools

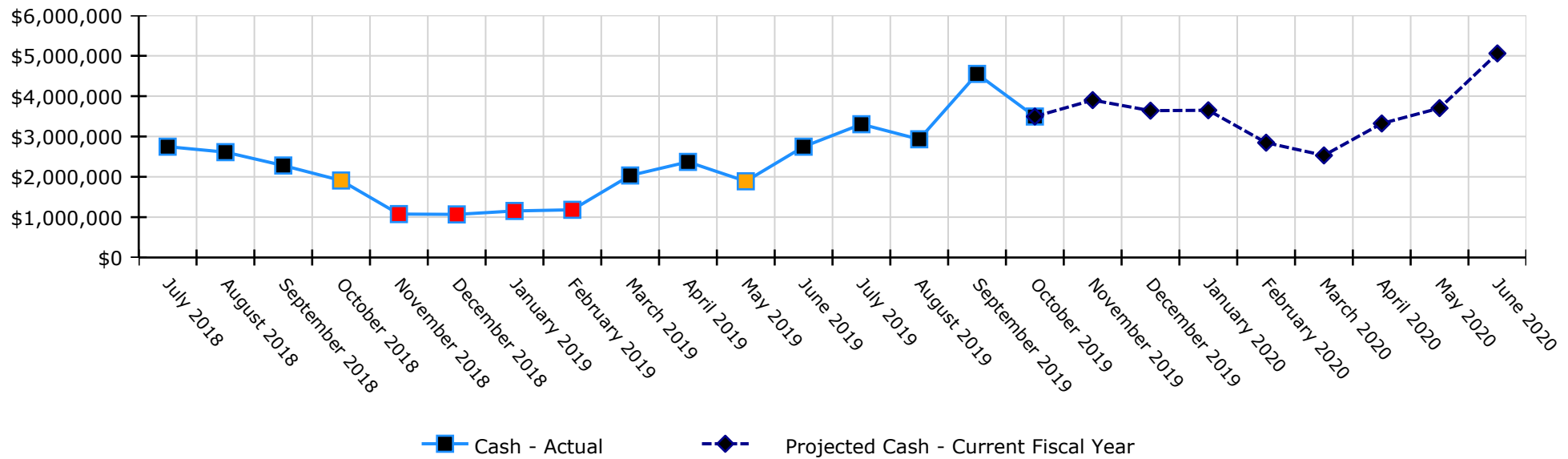
July 2019 - October 2019

Liabilities and Net Assets	
Current Liabilities	
Accounts Payable	\$536,515
Accrued Salaries, Payroll Taxes, Postemployment Benefits	\$424,085
Deposits held on behalf of other employees	\$94,960
<i>Total Current Liabilities</i>	<i>\$1,055,560</i>
Long Term Liabilities	
Loans Payable	\$15,000
<i>Total Long Term Liabilities</i>	<i>\$15,000</i>
<i>Total Liabilities</i>	<i>\$1,070,560</i>
Net Assets	
Unrestricted Net Assets	\$5,733,627
Profit/Loss YTD	(\$1,054,928)
<i>Total Net Assets</i>	<i>\$4,678,699</i>
Total Liabilities and Net Assets	\$5,749,259

Compass Charter Schools

July 2019 - October 2019

Monthly Book Balance Over Time



	Cash Amount	Actual or Projected
July 2018	\$2,747,564.33	Actual
August 2018	\$2,611,903.14	Actual
September 2018	\$2,280,780.05	Actual
October 2018	\$1,908,841.42	Actual
November 2018	\$1,076,416.37	Actual
December 2018	\$1,068,639.33	Actual
January 2019	\$1,154,059.33	Actual
February 2019	\$1,182,565.73	Actual
March 2019	\$2,033,212.29	Actual
April 2019	\$2,370,194.47	Actual
May 2019	\$1,889,462.33	Actual
June 2019	\$2,747,268.82	Actual

	Cash Amount	Actual or Projected
July 2019	\$3,304,238.64	Actual
August 2019	\$2,931,153.14	Actual
September 2019	\$4,551,727.15	Actual
October 2019	\$3,494,977.05	Actual
November 2019	\$3,901,851.00	Projected
December 2019	\$3,640,131.00	Projected
January 2020	\$3,649,978.00	Projected
February 2020	\$2,846,199.00	Projected
March 2020	\$2,530,864.00	Projected
April 2020	\$3,322,507.00	Projected
May 2020	\$3,703,091.00	Projected
June 2020	\$5,059,488.00	Projected

Compass Charter Schools

July 2019 - October 2019

Financial Health Report

Financial Ratio	Formula	Current	Target
Current Ratio (Liquidity)	(Current Assets) / (Current Liabilities)	4.81	> 1.00
Cash Ratio	(Cash) / (Current Liabilities)	331.10 %	> 100.00%
Defensive Interval	(Cash + Securities + AR) / (Average Expenses past 12 months)	3.52	> 4 months
Debt Ratio	(Total Liabilities) / (Total Assets)	18.62 %	< 30.00%
Asset Ratio	(Current Assets) / (Total Assets)	88.29 %	> 80.00%
Cash on Hand	(Cash)	\$3,494,977.05	>= \$0.00
Days Cash on Hand	(Cash) / ((Average Expenses past 12 months) / (30.4))	73.84	> 45
Cash Reserve Ratio	(Cash) / (Budgeted Annual Expenses)	10.92 %	> 10.00%
Savings Indicator	((Last Closed Revenue) - (Last Closed Expenses)) / (Last Closed Expenses)	-0.51	> 1.00
YTD Savings Indicator	((YTD Closed Revenue) - (YTD Closed Expenses)) / (YTD Closed Expenses)	-0.18	> 1.00

Financial Ratio	Description
Current Ratio (Liquidity)	Ability to pay short-term obligations
Cash Ratio	Ability to meet short-term obligations with cash
Defensive Interval	Possible months of continued operations if no additional funds received
Debt Ratio	Proportion of debt relative to total assets
Asset Ratio	Proportion of liquid assets relative to total assets
Cash on Hand	Assets immediately convertible to cash for purchase of goods and services
Days Cash on Hand	Possible days of continued operations using current cash
Cash Reserve Ratio	Ratio of cash to annual expenses expressed as a percentage
Savings Indicator	Last closed period's increase or decrease in the organization's net assets as a percentage of expenses
YTD Savings Indicator	Year to date closed increase or decrease in the organization's net assets as a percentage of expenses

Input Values as of 10/31/2019

Compass Charter Schools

July 2019 - October 2019

Cash	\$3,494,977.05
Securities	\$1,451,525.62
AR	\$117,185.35
Current Assets	\$5,075,733.88
Total Assets	\$5,749,259.25
Current Liabilities	\$1,055,560.34
Total Liabilities	\$1,070,560.34
Last Closed Revenue	\$1,056,462.92
Last Closed Expenses	\$2,174,762.13
Budgeted Annual Expenses	\$31,994,479.57
Average Expenses past 12 months	\$1,438,803.26
Average monthly payroll expenses	\$939,698.97
YTD Closed Revenue	\$4,731,178.02
YTD Closed Expenses	\$5,786,106.38

Compass Charter Schools

October 2020 - October 2020

		October		July - October Summary				2020-2021	
Account Code	Description	Actual	Budget	Actual	Budget	Variance \$	Variance %	Total Budget	Remaining Budget
8011	LCFF Revenue	\$1,639,879	\$1,639,879	\$4,424,265	\$4,424,265	-	0.0%	\$17,974,242	\$13,549,977
8012	Education Protection Account Revenue	\$42,398	\$42,398	\$719,869	\$719,869	-	0.0%	\$2,865,709	\$2,145,840
8096	Charter Schools Funding In-Lieu of Property Taxes	\$277,958	\$277,958	\$903,365	\$903,365	-	0.0%	\$3,770,640	\$2,867,275
LCFF		\$1,960,235	\$1,960,235	\$6,047,499	\$6,047,499	-	0.0%	\$24,610,591	\$18,563,092
8181	Special Education - Entitlement			-	-	-	0.0%	\$322,787	\$322,787
8290	All Other Federal Revenue			\$207,584	\$207,584	-	0.0%	\$624,006	\$416,422
8291	Title I Federal Revenue			-	-	-	0.0%	\$286,650	\$286,650
8292	Title II			-	-	-	0.0%	\$48,228	\$48,228
8293	Title III Federal Revenue			-	-	-	0.0%	\$32,375	\$32,375
8294	Title IV			-	-	-	0.0%	\$30,000	\$30,000
Federal Revenue				\$207,584	\$207,584	-	0.0%	\$1,344,046	\$1,136,462
8550	Mandated Block Grant			-	-	-	0.0%	\$62,959	\$62,959
8560	State Lottery Revenue			-	-	-	0.0%	\$529,770	\$529,770
8590	All Other State Revenues	\$47,168	\$47,168	\$212,189	\$212,189	-	0.0%	\$212,189	-
8599	Prior Year State Income			(\$2,201)	(\$2,201)	-	0.0%	(\$2,201)	-
Other State Revenue		\$47,168	\$47,168	\$209,988	\$209,988	-	0.0%	\$802,717	\$592,729
8660	Interest Income	\$8,155	\$8,155	\$17,505	\$17,505	-	0.0%	\$52,804	\$35,299
8662	Net Increase/Decrease in Investment			\$128	-	\$128	0.0%	-	(\$128)
8682	Foundation Grants/Donations	\$100	\$100	\$400	\$400	-	0.0%	\$1,400	\$1,000
8699	All Other Local Revenue	\$4,460	\$4,460	\$17,665	\$17,665	-	0.0%	\$38,823	\$21,158
8792	SPED State/Other Transfers of Apportionments from County	\$145,785	\$145,785	\$528,055	\$528,055	-	0.0%	\$1,836,924	\$1,308,869
8980	Student Lunch Revenue			-	-	-	0.0%	\$15,001	\$15,001
Local Revenue		\$158,500	\$158,500	\$563,753	\$563,625	\$128	0.0%	\$1,944,953	\$1,381,200
Total Revenue		\$2,165,904	\$2,165,904	\$7,028,824	\$7,028,696	\$128	0.0%	\$28,702,307	\$21,673,483
1100	Teachers' Salaries	\$683,747	\$683,747	\$2,194,504	\$2,194,504	-	0.0%	\$7,969,190	\$5,774,686
1200	Certificated Pupil Support Salaries	\$77,067	\$77,067	\$266,162	\$266,162	-	0.0%	\$921,612	\$655,450
1300	Certificated Pupil Support Salaries	\$56,824	\$56,824	\$224,969	\$224,969	-	0.0%	\$759,810	\$534,841
Certificated Salaries		\$817,639	\$817,639	\$2,685,635	\$2,685,635	-	0.0%	\$9,650,612	\$6,964,977
2100	Instructional Aide Salaries	\$26,166	\$26,166	\$65,773	\$65,773	-	0.0%	\$221,148	\$155,375
2200	Classified Support Salaries (Maintenance, Food)	\$87,802	\$87,802	\$356,787	\$356,787	-	0.0%	\$1,015,634	\$658,847
2300	Classified Supervisor and Administrator Salaries	\$46,033	\$46,033	\$169,855	\$169,855	-	0.0%	\$572,729	\$402,874
2400	Clerical, Technical, and Office Staff Salaries	\$46,651	\$46,651	\$195,779	\$195,779	-	0.0%	\$522,905	\$327,125
2900	Other Classified Salaries (Noon and Yard Sup, etc.)	\$1,523	\$1,523	\$2,156	\$2,156	-	0.0%	\$0	(\$2,156)

Classified Salaries		\$208,176	\$208,176	\$790,350	\$790,350	-	0.0%	\$2,332,416	\$1,542,066
3101	State Teachers' Retirement System, certificated positions	\$129,637	\$129,637	\$405,709	\$405,709	-	0.0%	\$1,558,574	\$1,152,865
3313	OASDI	\$12,251	\$12,251	\$47,108	\$47,108	-	0.0%	\$144,610	\$97,502
3323	Medicare	\$14,621	\$9,361	\$49,156	\$43,896	(\$5,260)	-12.0%	\$173,754	\$124,597
3333	FFCRA Credit	(\$5,260)	-	(\$5,260)	-	\$5,260	0.0%	-	\$5,260
3403	Health & Welfare Benefits	\$240,695	\$240,695	\$452,975	\$452,975	-	0.0%	\$1,805,209	\$1,352,234
3503	State Unemployment Insurance	\$794	\$794	\$5,535	\$5,535	-	0.0%	\$101,273	\$95,738
3603	Worker Compensation Insurance	\$0	\$0	\$23,804	\$23,804	-	0.0%	\$88,195	\$64,391
3903	Other Employee Benefits	\$9,738	\$9,738	\$21,796	\$21,796	-	0.0%	\$44,889	\$23,092
Employee Benefits		\$402,476	\$402,476	\$1,000,823	\$1,000,823	-	0.0%	\$3,916,503	\$2,915,680
Total Personnel Expenses		\$1,428,291	\$1,428,291	\$4,476,808	\$4,476,808	-	0.0%	\$15,899,531	\$11,422,723
4100	Approved Textbooks and Core Curricula Materials	\$227,868	\$227,868	\$229,793	\$229,793	-	0.0%	\$6,330,000	\$6,100,207
4101	Curriculum Assessment and Software	\$47,483	\$47,483	\$87,683	\$87,683	-	0.0%	\$71,189	(\$16,494)
4102	Supplemental Curriculum	\$4,595	\$4,595	\$49,368	\$49,368	-	0.0%	\$100,000	\$50,632
4200	Books and Other Reference Materials			-	-	-	0.0%	\$25,400	\$25,400
4215	CSI Materials			-	-	-	0.0%	\$312,240	\$312,240
4300	Materials and Supplies	\$641	\$641	\$1,395	\$1,395	-	0.0%	\$17,500	\$16,105
4315	Classroom Materials and Supplies			-	-	-	0.0%	\$1,000	\$1,000
4400	Noncapitalized Equipment	\$613	\$613	\$1,017	\$1,017	-	0.0%	\$145,000	\$143,983
4410	Software and Software Licensing	\$323	\$323	\$168,658	\$168,658	-	0.0%	\$266,773	\$98,116
4430	Noncapitalized Student Equipment	\$11,164	\$11,164	\$20,122	\$20,122	-	0.0%	\$30,000	\$9,878
4700	Food and Food Supplies			-	-	-	0.0%	\$500	\$500
Books and Supplies		\$292,687	\$292,687	\$558,035	\$558,035	-	0.0%	\$7,299,602	\$6,741,567
5200	Travel and Conferences	\$2,437	\$2,437	\$6,647	\$6,647	-	0.0%	\$100,000	\$93,353
5210	Training and Development Expense	\$27,180	\$27,180	\$195,523	\$195,523	-	0.0%	\$250,000	\$54,477
5300	Dues and Memberships			\$27,386	\$27,386	-	0.0%	\$55,000	\$27,614
5400	Insurance			\$21,340	\$21,340	-	0.0%	\$60,000	\$38,660
5500	Operation and Housekeeping Services	\$500	\$500	\$2,000	\$2,000	-	0.0%	\$6,000	\$4,000
5501	Utilities	\$197	\$197	\$876	\$876	-	0.0%	\$3,500	\$2,624
5600	Space Rental/Leases Expense	\$12,621	\$12,621	\$56,355	\$56,355	-	0.0%	\$154,268	\$97,913
5602	Assessment Space Rental			-	-	-	0.0%	\$50,000	\$50,000
5605	Equipment Rental/Lease Expense			-	-	-	0.0%	\$7,500	\$7,500
5800	Professional/Consulting Services and Operating Expenditures	\$23,529	\$23,529	\$49,263	\$49,263	-	0.0%	\$75,000	\$25,737
5803	Banking and Payroll Service Fees	\$619	\$619	\$2,361	\$2,361	-	0.0%	\$10,000	\$7,639
5805	Legal Services	\$62,015	\$62,015	\$101,711	\$101,711	-	0.0%	\$100,000	(\$1,711)
5806	Audit Services			-	-	-	0.0%	\$16,220	\$16,220
5807	Legal Settlements	\$3,327	\$3,269	\$498,332	\$498,272	(\$60)	0.0%	\$515,000	\$16,668
5809	Employee Tuition Reimbursement			\$1,961	\$1,961	-	0.0%	\$75,000	\$73,039
5810	Educational Consultants	\$284,778	\$284,778	\$316,581	\$316,581	-	0.0%	\$850,000	\$533,419
5813	Residential Placement			\$27,574	\$27,574	-	0.0%	\$214,180	\$186,606
5815	Advertising/Recruiting	\$658	\$658	\$12,512	\$12,512	-	0.0%	\$150,000	\$137,488
5830	Field Trip Expenses	\$6,426	\$6,426	\$25,829	\$25,829	-	0.0%	\$115,000	\$89,170

5873	Financial Services	\$32,701	\$32,701	\$122,701	\$122,701	-	0.0%	\$553,738	\$431,037
5874	Personnel Services			\$288	\$288	-	0.0%	\$3,500	\$3,212
5875	District Oversight Fee	\$11,341	\$11,341	\$22,682	\$22,682	-	0.0%	\$403,803	\$381,121
5877	IT Services	\$30,257	\$30,257	\$105,476	\$105,476	-	0.0%	\$210,000	\$104,524
5890	Interest Expense/Fees			\$229	\$229	-	0.0%	\$500	\$271
5900	Communications (Tele., Internet, Copies, Postage, Messenger)	\$4,864	\$4,864	\$23,766	\$23,766	-	0.0%	\$80,000	\$56,234
5901	Scholar Internet Reimbursement	\$20	\$20	\$40	\$40	-	0.0%	\$500	\$460
Services & Other Operating Expenses		\$503,468	\$503,410	\$1,621,432	\$1,621,372	(\$60)	0.0%	\$4,058,709	\$2,437,277
Total Operational Expenses		\$796,155	\$796,098	\$2,179,467	\$2,179,407	(\$60)	0.0%	\$11,358,311	\$9,178,844
Total Expenses		\$2,224,446	\$2,224,388	\$6,656,275	\$6,656,215	(\$60)	0.0%	\$27,257,842	\$20,601,567
Net Income		(\$58,542)	(\$58,485)	\$372,549	\$372,481	\$68	0.0%	\$1,444,465	\$1,071,916



COMPASS

CHARTER SCHOOLS

2020-21 Finance Update

November 2020

(855) 937- 4227

CompassCharters.org



Agenda

- Enrollment Update
- Fiscal Impacts
- Q & A



Our Mission and Vision

MISSION STATEMENT

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

VISION STATEMENT

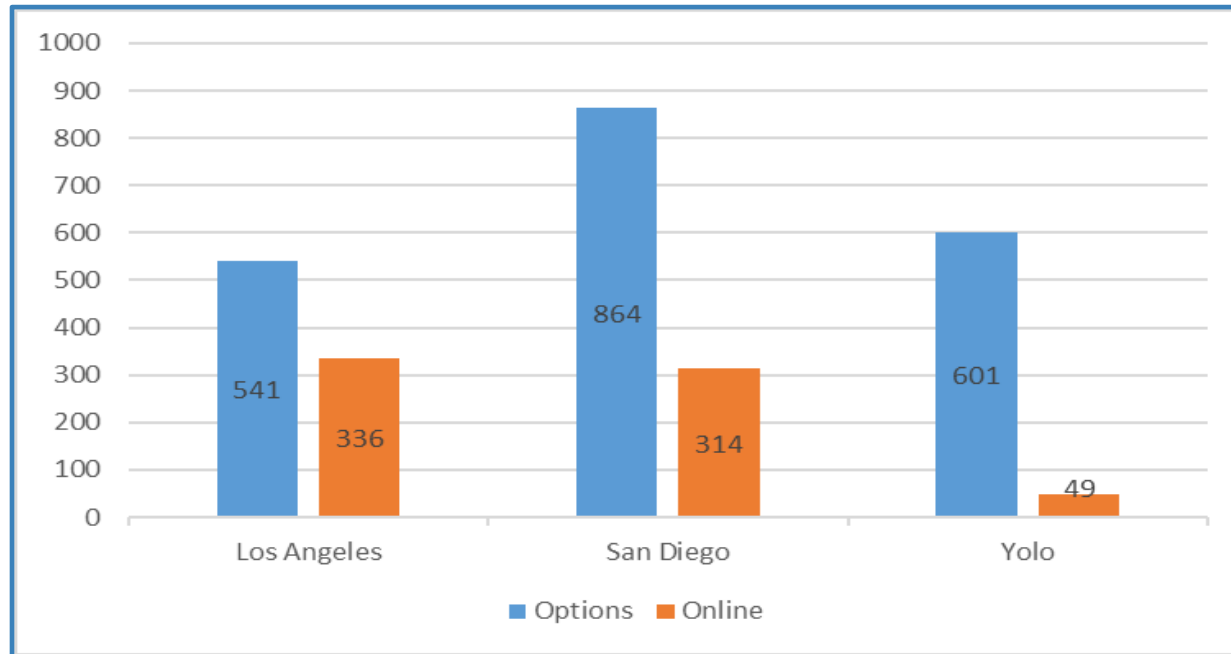
Our vision is to create a collaborative virtual learning community, inspiring scholars to appreciate the ways in which arts and sciences nurture a curiosity for life-long learning, and prepare scholars to take responsibility for their future success.





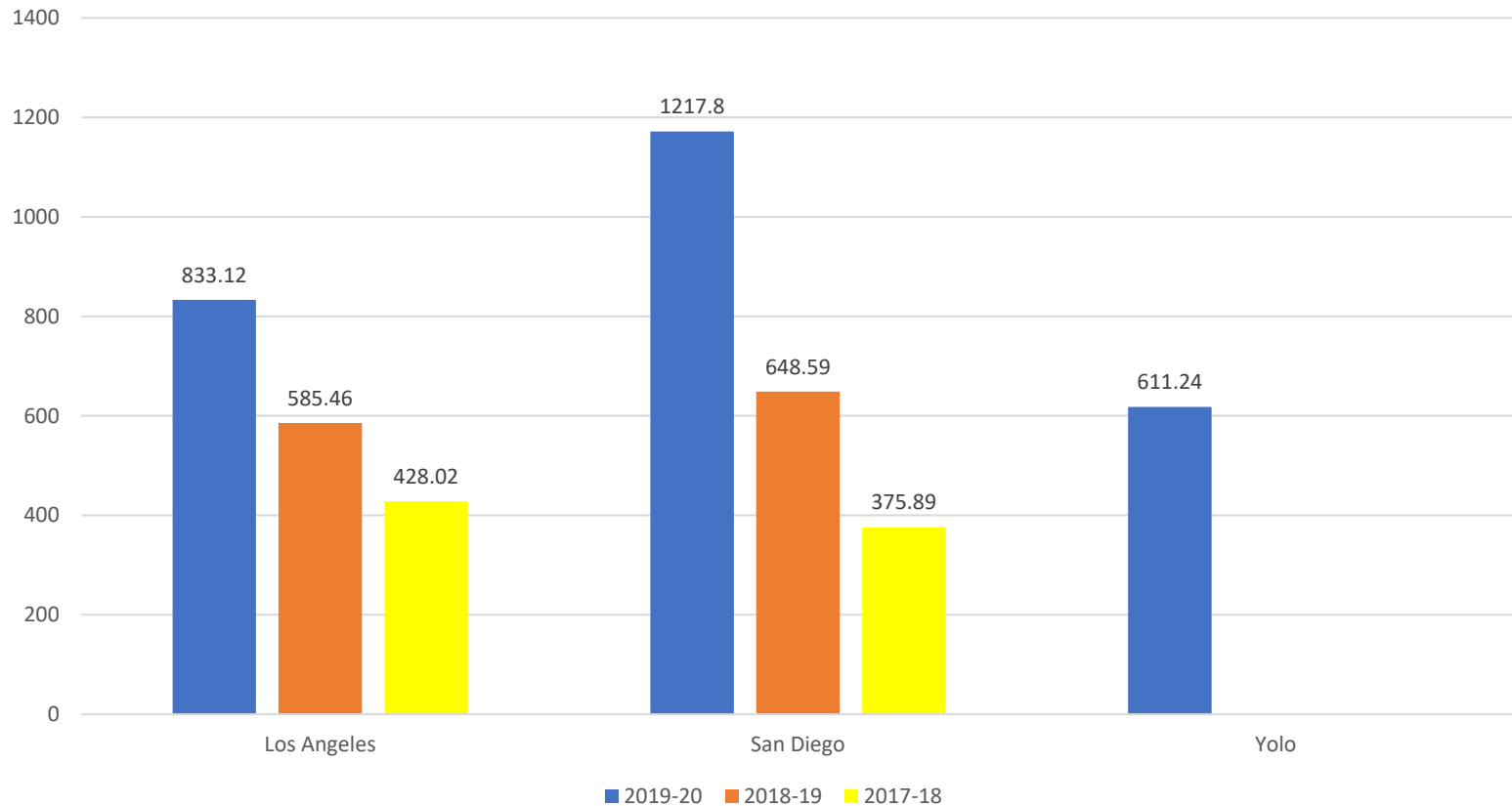
Enrollment Caps

Los Angeles	San Diego	Yolo	Total
877	1,178	650	2,705





P2 Attendance Comparison





Fiscal Impacts

Grade Span	LCFF Base Grant
TK-3	\$7,878
4-6	\$7,997
7-8	\$8,234
9-12	\$9,543

Grade Span	Grade Span Adjustment
TK-3	\$819
9-12	\$248



FY21 Revenue Projections

Los Angeles	San Diego	YOLO	Home Office	Total
\$9,407,191	\$13,042,668	\$6,216,287	\$0	\$28,666,144

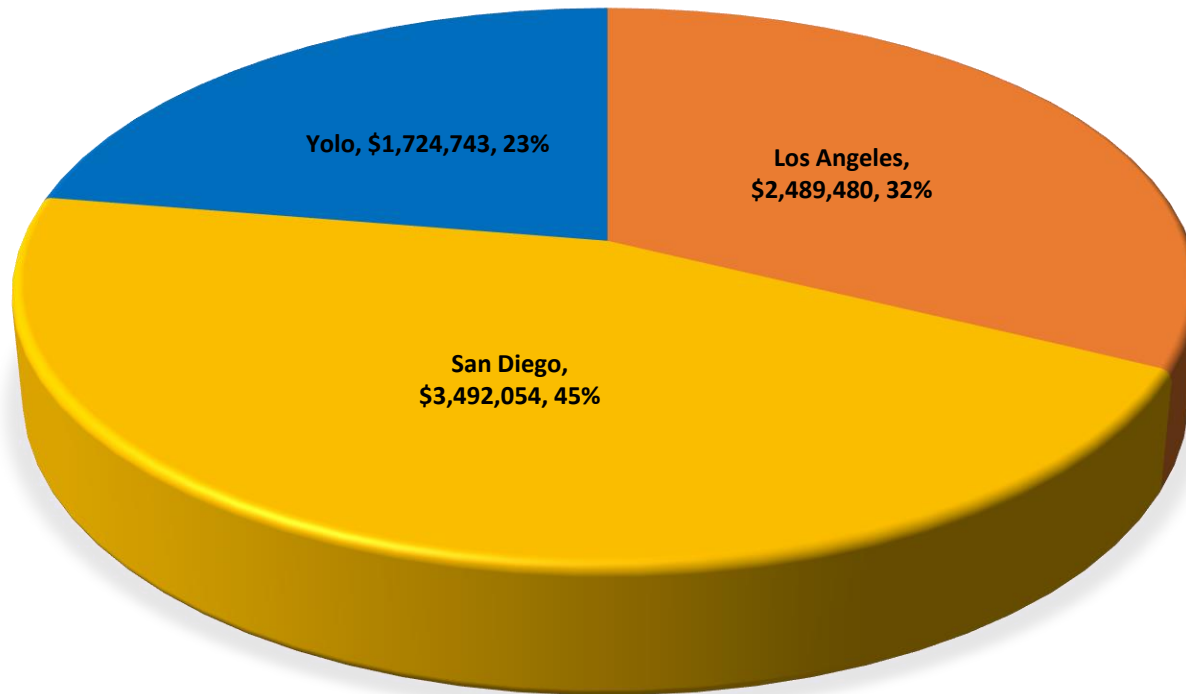
FY21 Expense Projections

Los Angeles	San Diego	YOLO	Home Office	Total
\$8,844,831	\$12,290,743	\$5,485,090	\$0	\$27,115,664

Based on 2019-20 P2 ADA per SB 98

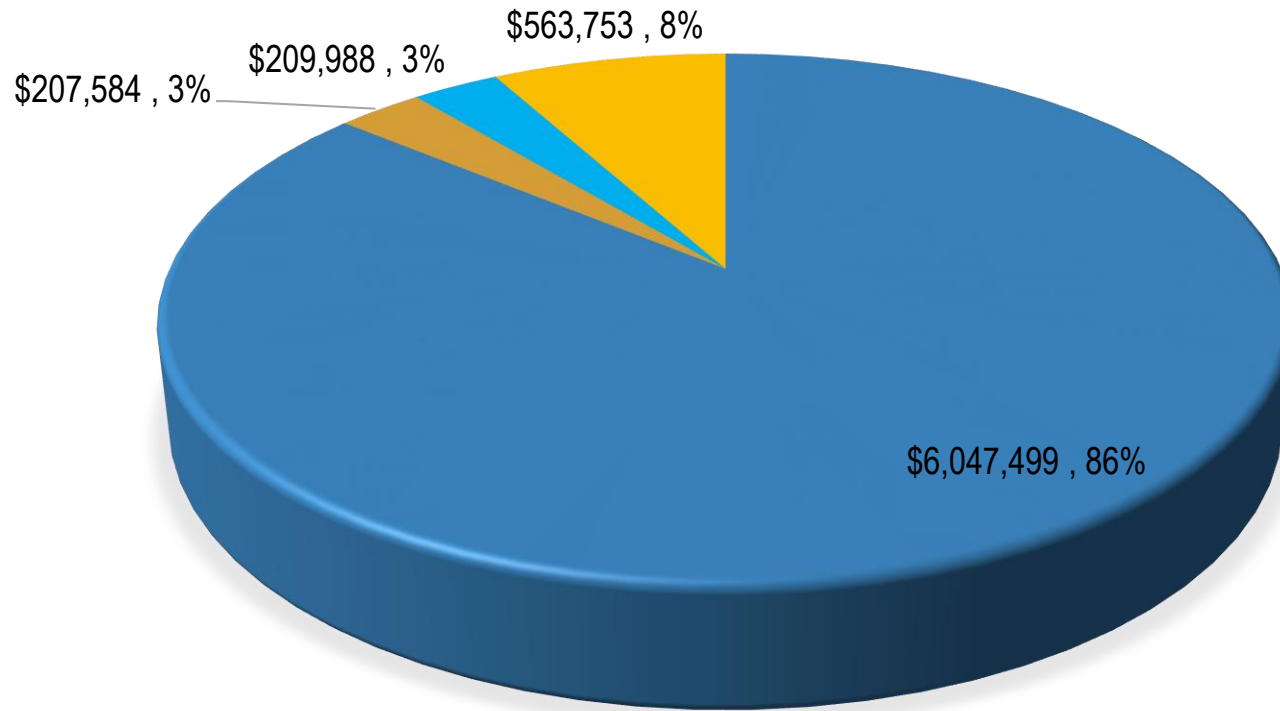


FY21 Revenue Stream by Charter – actual through October 2020





FY21 Revenue Stream by Category – actual through October 2020

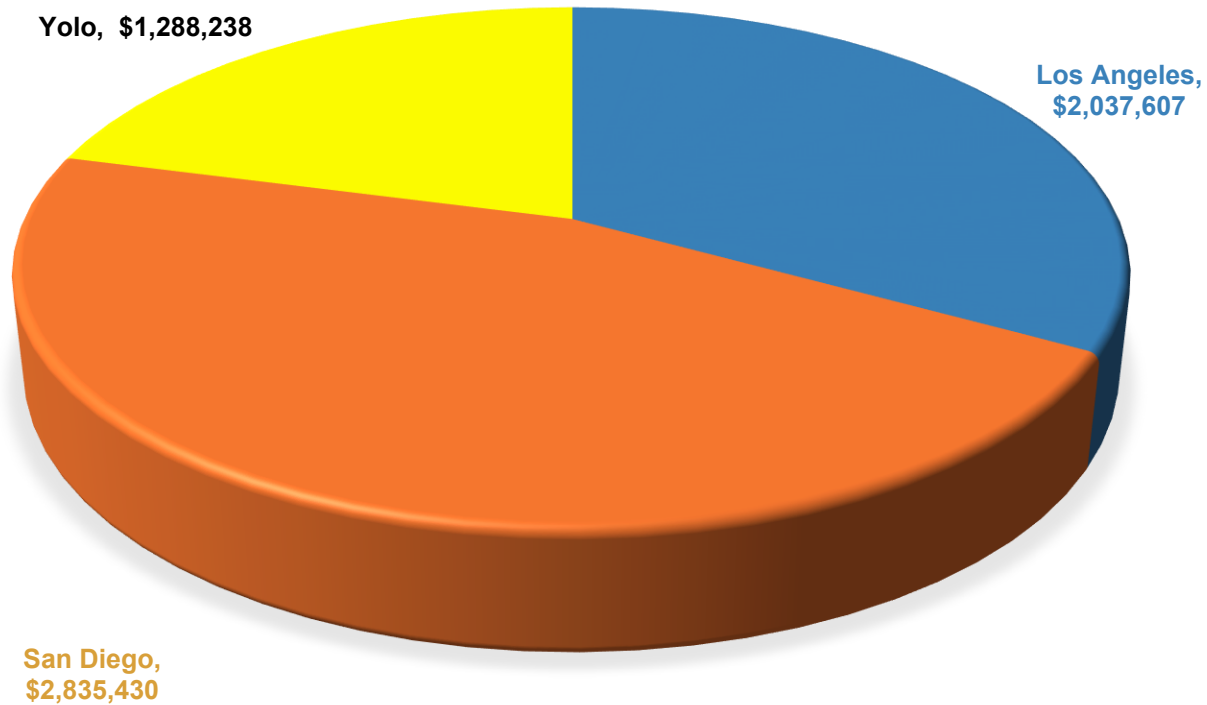


■ LCFF ■ Federal ■ State ■ Other



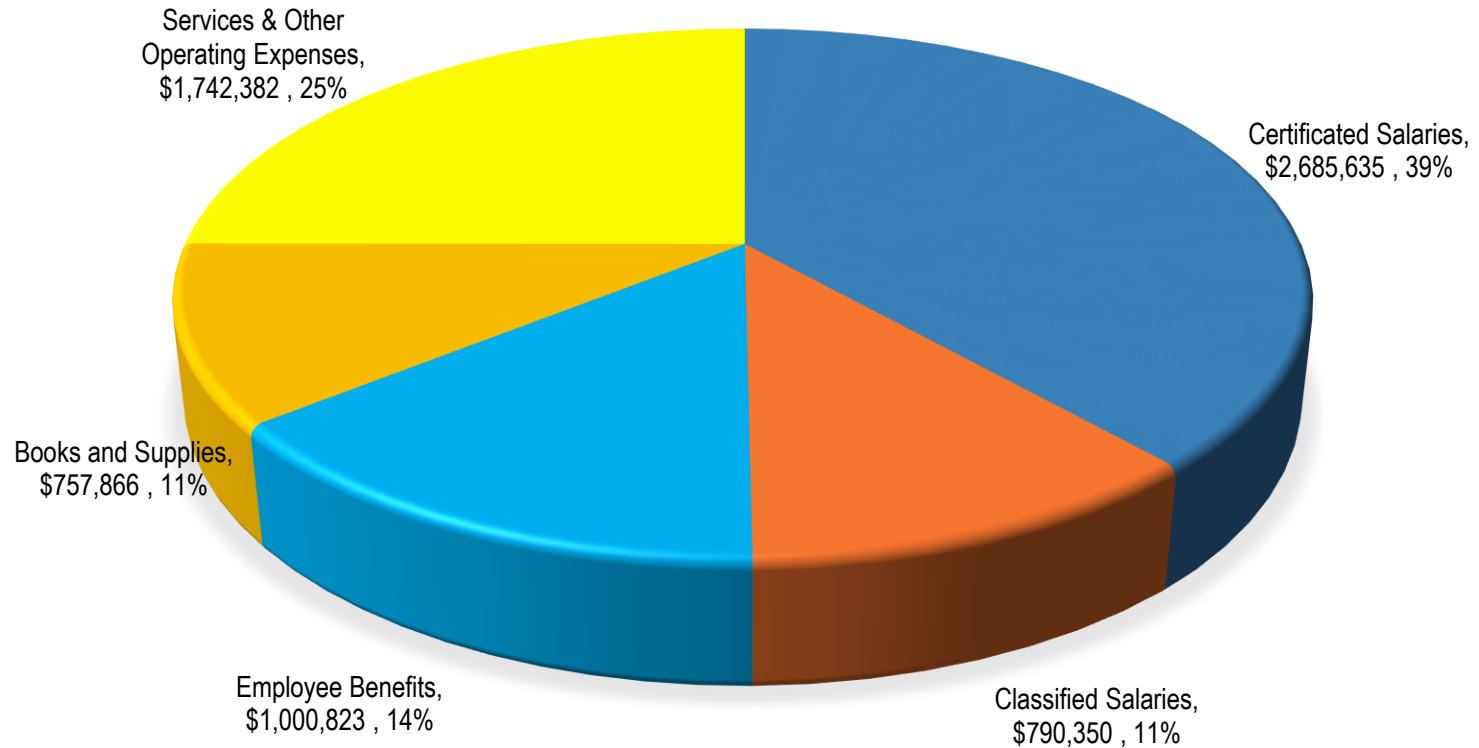


FY21 Total Expenses by Charter – actual through October 2020



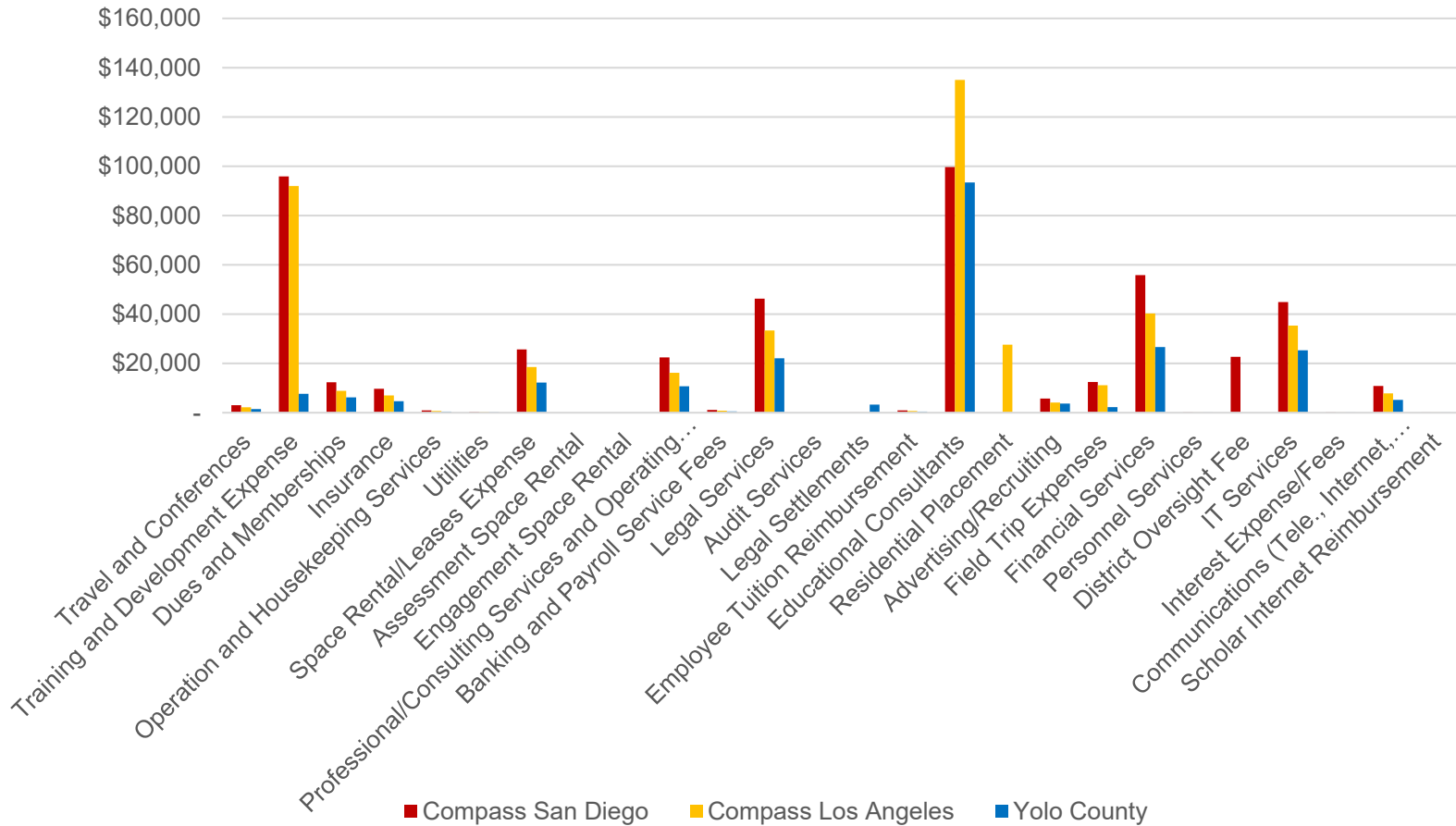


Top 5 Expense Categories





Category 5000 Services & Other Operating Expenses





Financial Health Report

Compass Charter Schools

Data as of 10/31/2020

Financial Ratio	Formula	Current	Target
Current Ratio (Liquidity)	(Current Assets) / (Current Liabilities)	12.11	> 1.00
Cash Ratio	(Cash) / (Current Liabilities)	1,146.63 %	> 100.00%
Defensive Interval	(Cash + Securities + AR) / (Average Expenses past 12 months)	4.34	> 4 months
Debt Ratio	(Total Liabilities) / (Total Assets)	8.40 %	< 30.00%
Asset Ratio	(Current Assets) / (Total Assets)	99.95 %	> 80.00%
Cash on Hand	(Cash)	\$9,620,238.76	>= \$0.00
Days Cash on Hand	(Cash) / ((Average Expenses past 12 months) / (30.4))	125.11	> 45
Cash Reserve Ratio	(Cash) / (Budgeted Annual Expenses)	36.03 %	> 10.00%
Savings Indicator	((Last Closed Revenue) - (Last Closed Expenses)) / (Last Closed Expenses)	-0.03	> 1.00
YTD Savings Indicator	((YTD Closed Revenue) - (YTD Closed Expenses)) / (YTD Closed Expenses)	0.06	> 1.00

Financial Ratio	Description
Current Ratio (Liquidity)	Ability to pay short-term obligations
Cash Ratio	Ability to meet short-term obligations with cash
Defensive Interval	Possible months of continued operations if no additional funds received
Debt Ratio	Proportion of debt relative to total assets
Asset Ratio	Proportion of liquid assets relative to total assets
Cash on Hand	Assets immediately convertible to cash for purchase of goods and services
Days Cash on Hand	Possible days of continued operations using current cash
Cash Reserve Ratio	Ratio of cash to annual expenses expressed as a percentage
Savings Indicator	Last closed period's increase or decrease in the organization's net assets as a percentage of expenses
YTD Savings Indicator	Year to date closed increase or decrease in the organization's net assets as a percentage of expenses

Input Values as of 10/31/2020

Report run at 11/17/2020 5:42:59 PM

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Questions?



Contact:

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Coversheet

Review and Approval of the 2018-2021 At-Will Employment Agreement Amendment for the Superintendent

Section: XII. Executive
Item: A. Review and Approval of the 2018-2021 At-Will Employment Agreement Amendment for the Superintendent
Purpose: Vote
Submitted by: Martin Suarez
Related Material:
Draft At-Will Administrator Employment Agreement Amendment 2018-2021.pdf

RECOMMENDATION:

A motion to approve the 2018-21 At-Will Employment Agreement Amendment for the Superintendent & CEO.

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

This Employment Agreement Amendment (“Amendment”) is entered into by and between the above-named employee (“Employee”) and the Governing Board (“Board”) of Compass Charter Schools (“Compass”). This Amendment does not constitute a new contract for employment; it only modifies the following:

A. Compensation

The annual compensation for this position shall be \$158,038.05, subject to all regular withholdings, which shall be paid in 24 bi-monthly installments of \$6,584.92, retroactive to July 1, 2020. Employee’s compensation may be prorated depending on whether he/she remains employed, or in active work status, for the entire year. As an exempt employee, Employee shall not be eligible to earn overtime.

B. Benefits

Higher Education Stipend – The employee shall be entitled to a Higher Education Stipend of \$1,500, which shall be paid in 24 bi-monthly installments of \$62.50.

Longevity Stipend – The employee shall be entitled to a Longevity Stipend of \$2,000, which shall be paid in 24 bi-monthly installments of \$83.34.

C. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

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

Employee Signature: _____ Date: _____

Compass Approval:

Date: _____

 Martin Suarez, Board Chair